

PURCHASING DEPARTMENT

August 4, 2009

ADDENDUM NO. 1

Addendum to City of Bryan Request for Bid No. 700-DE-0719

"Downtown Phase III - Main Street"

The following changes and clarifications are hereby incorporated into the bid documents and specifications for the Request for Bid package referenced above:

REVISED CONSTRUCTION PLANS

_	Sheet	C_{21}	
•	Sneet	C.3. I	

- Sheet C3.2
- Sheet C3.5
- Sheet C4.1
- Sheet C4.4
- Sheet C5.1

- Sheet C5.3

- Sheet C7.5
- Sheet C8.0 Sheet C6.7
- Sheet C7.1 Sheet C8.1
- Sheet C7.2 Sheet C8.2 Sheet C7.3 Sheet C8.3
- Sheet C8.4
- Sheet C8.7
- Sheet C10.1
- Sheet C10.3
- Sheet C11.3

CLARIFICATIONS

- The Bid Proposal & Bid Schedule has been revised and is attached. The bid schedule reflects quantity changes from plan revisions (26 pages)
- Davis Bacon requirements are required by this project. The requirements are attached (48 pages)
- Special Provision are provided (7 pages)
- Detail 10 from construction she C12.1 has been revised and is attached (1 page)
- The bore pit for the sanitary sewer line casing should be placed on the west side of the railroad tracks. The receiving pit is to be on the east side of the tracks and clear of the existing 36" waterline. Construction plans have been revised
- The 18" Sanitary sewer line has been removed from the project. 12" pipe is planned. The revised sheets are attached.
- Fittings for waterlines are to be included in the waterline bid items. Fittings for interconnects are to be included in the system interconnect bid items.
- Alternate Bid 2 Electrical Festival Receptacle branch circuits from the panel to the pole will consist of 3-wire, 120/240V (multi-wire) circuits with grounds. Each circuit will route through a single conduit from panel to pole. At the pole, each 120V/1Ph duplex will receive a "hot" and a "neutral".

02811 Landscape Irrigation

- Specification 02811 Landscape Irrigation should not be printed in the Table of Contents. All specifications for irrigation is provided in the construction plans.
- Specification 07190 Waterproofing has been added (2 pages)

END OF ADDENDUM

Bidders are required to acknowledge receipt of addendums in the space provided in the bid documents. It is not necessary to submit copies of the addendums in the sealed bid submitted to the City of Bryan.

CITY OF BRYAN PROPOSAL

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		Date:
Proposal of		
a corporation organized and existing under the	he laws of the State of	
or a partnership consisting of		
or an individual trading as		
TO THE CITY OF BRYAN BRYAN, TEXAS		
The undersigned hereby proposes to furnish construction of the project, and to perform to locations set out by the plans and specificat	the work required for the cor	nstruction of the said project, at the
The undersigned further agree to execute a to award this proposal, or within such time fails or neglects to appear to execute the cospecifications, special provisions and adver abandoned it, and the Cashier's Check or Bi	as the City of Bryan may dentract within the specified tittes tisements are a part, the under	termine, and in case the undersigned me, of which this proposal, the plans, ersigned will be considered as having
	(\$) Dollars accompanying this
proposal will be forfeited to the City of Bry undersigned.		,

The undersigned further agree that the proposal guaranty may be retained by the City of Bryan, Texas provided the under-signed is one of the three lowest and most advantageous bidders, and that said proposal guaranty shall remain with the City of Bryan until the contract has been made by the successful bidder; otherwise, proposal guaranty may be obtained from the City Purchasing Manager after forty-eight hours from the time of opening the bids.

The undersigned certify that they are duly authorized to submit this Proposal and that this Proposal is made in good faith without collusion or connection with any other person, persons, partnership, company, firm, association or corporation offering bids on this work, and to do the work for the following bid item unit prices, their associated extended totals and sum of extended totals as listed on the following bid tabulation forms:

Bid Schedule for Downtown Rehabilitation - Phase III City of Bryan Job # 700 - DE - 0719 Bid No. 09 - 159

BID SUMMARY

BASE BID	\$
ALTERNATE BID #1 - ROUNDABOUT	\$
ALTERNATE BID #2 - ELECTRICAL	.\$
ALTERNATE BID #3 - ELECTRICAL	.\$

${\bf Bid\ Schedule\ for\ Downtown\ Rehabilitation\ -\ Phase\ III}$

Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
A. GE	NERAL ITEMS				
	Mobilization, setup, & project overhead for all equipment, work on project, including related items & appurtenances, complete in place.	1	LS	\$	\$
2	Traffic control, including all signage, temporary paving, cones, striping, buttons and related items & appurtenances, complete in place	1	LS	\$	\$
3	Field locate existing utilities and service lines for construction of the proposed improvements including related items and appurtenances, complete in place	1	LS	\$	\$
4	Continuous access to buildings between 24th Street & 22nd Street including temporary paving, ADA ramps, with related items & appurtenances, complete in place	1	LS	\$	\$
	Adjust external conduit on building façade where finished pavement has changed, including related items & appurtenances, complete in place	1	LS	\$	\$
	Relocation of existing gas meters including related items and appurtenances, and coordination with gas company, complete in place	1	LS	\$	\$
7	Covered walkway for temporary access to business along Main Street between 24th Street & 22nd Street, including construction, installation, relocation as needed, removal, related items & appurtenances, complete in place	1	LS	\$	\$
TOTA	AL SECTION A - GENERAL ITEMS			\$	
B. DE	MOLITION ITEMS				
1	Remove and dispose of existing 6" sanitary sewer line with full depth cement stabilized sand backfill including related items and appurtenances, complete in place	101	LF	\$	\$
	Remove and dispose of existing 8" sanitary sewer line with full depth cement stabilized sand backfill including related items and appurtenances, complete in place	236	LF	\$	\$
3	Remove and dispose of existing 12" sanitary sewer line with full depth cement stabilized sand backfill including related items and appurtenances, complete in place	122	LF	\$	\$
4	Remove and dispose of existing 36" RCP storm sewer line with full depth cement stabilized sand backfill including related items and appurtenances, complete in place	363	LF	\$	\$
5	Remove and dispose of existing 24" RCP storm sewer line with full depth cement stabilized sand backfill including related items and appurtenances, complete in place	408	LF	\$	\$

Bid Schedule for Downtown Rehabilitation - Phase III

Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
6	Remove and dispose of existing 18" RCP storm sewer line with full depth cement stabilized sand backfill including related items and appurtenances, complete in place	224	LF	\$	\$
7	Remove and dispose of existing 15" RCP storm sewer line with full depth cement stabilized sand backfill including related items and appurtenances, complete in place	40	LF	\$	\$
8	Remove and dispose of existing light poles, bases, and foundation with cement stabilized sand backfill including related items and appurtenances complete in place	26	EA	\$	\$
9	Remove and dispose of existing street signs, bases, and foundations with cemement stabilized sand backfill, including related items and appurtenances, complete in place	18	EA	\$	\$
10	Remove and dispose of existing handicap ramps, including related items and appurtenances, complete in place	13	EA	\$	\$
11	Remove and dispose of existing storm sewer inlets including related items and appurtenances, complete in place	8	EA	\$	\$
12	Remove and dispose of existing roadway pavement and base material including related items and appurtenances, complete in place	20,527	SY	\$	\$
13	Remove and dispose of existing sidewalk pavement and base material including related items and appurtenances, complete in place	4,123	SY	\$	\$
14	Remove and dispose of existing trees and root ball including related items and appurtenances, complete in place	8	EA	\$	\$
15	Remove and dispose of existing columns and footings along Main Street including related items and appurtenances, complete in place	9	EA	\$	\$
16	Remove and dispose of existing fence including related items and appurtenances, complete in place	51	LF	\$	\$
17	Remove and dispose of existing gravel pavement and base material including related items and appurtenances, complete in place	929	SY	\$	\$
18	Remove and dispose of existing guardrail and handrail including related items and appurtenances, complete in place	84	LF	\$	\$
19	Remove and dispose of existing 4" metal pipe on 24th Street, including related items and appurtenances, complete in place	6	LF	\$	\$

${\bf Bid\ Schedule\ for\ Downtown\ Rehabilitation\ -\ Phase\ III}$

Addendum #1

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	17 LF \$		\$	
	LF	\$	\$	
Avenue 6	EA	\$	\$	
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including 2	EA	\$	\$	
items 48	LF	\$	\$	
related 1	EA	\$	\$	
	2 LF	\$	\$	
cluding 5	EA	\$	\$	
tings, 9	EA	\$	\$	
n Ave. 96	LF	\$	\$	
	·	\$		
C. PAVING AND TRAFFIC ITEMS				
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	STA	\$	\$	
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Bid Schedule for Downtown Rehabilitation - Phase III

Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
3	24th, 23rd, & MLK R.O.W. (100') preparation including dirt work for roadway & sidewalk including related items & appurtenances, complete in place (ITEM EXCLUDES CEMENT STABILIZED SAND BEHIND RETAINING WALLS)	85	STA	\$	\$
4	Alley R.O.W. (25') preparation including all dirt work for roadway & sidewalk including related items & appurtenances, complete in place	36	STA	\$	\$
5	8" lime stabilized subgrade with minimum of 6% lime by weight compacted to an apparent dry density of 98% standard proctor density @ optimum moisture content including related items and appurtenances, complete in place	18,918	SY	\$	\$
6	Lime for sub-grade stabilization including related items and appurtenances, complete in place	378	Tons	\$	\$
7	Cement stabilized sand for sub-grade level up, MC-30 Prime Coat and 1 1/2" TYPE D HMAC including related items & appurtenances, complete in place (22nd Street at Alley)	48	SY	\$	\$
8	8" Reinforced concrete roadway paving including related items & appurtenances, complete in place	17,789	SY	\$	\$
9	4" Reinforced concrete sidewalk including curb including subgrade preparation and compaction to 98% standard proctor density @ optimum moisture content including related items and appurtenances, complete in place	9,279	SY	\$	\$
10	6" wide concrete high curb including related items & appurtenances, complete in place (23rd Street)	23	LF	\$	\$
11	Brick pavers (double soldier and herringbone patterns) including subgrade preparation, sand, leveling, & compaction including related items & appurtenances, complete in place	2,173	SY	\$	\$
12	Thermoplastic handicap symbol pavement markings (white) including related items & appurtenances	22	EA	\$	\$
13	Thermoplastic TX DOT Railroad crossing pavement markings (white) including related items & appurtenances, complete in place	3	EA	\$	\$
14	24" x 10' Thermoplastic Striping (white) for stop bar including related items & appurtenances, complete in place	110	LF	\$	\$
15	Solid Yellow 4" Thermoplastic Striping for pavement markings including related items & appurtenances, complete in place	1666	LF	\$	\$

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
16	4" Thermoplastic Parking Striping pavement markings (White) including related items & appurtenances, complete in place	5168	LF	\$	\$
17	8" Solid White Thermoplastic Striping for pavement markings including related items & appurtenances, complete in place	196	LF	\$	\$
18	Left Turn Markings with 4" Thermoplastic Striping for pavement markings including related items & appurtenances, complete in place	3	EA	\$	\$
19	Wedge Anchors for future stop sign installation, including related items & appurtenances, complete in place	19	EA	\$	\$
20	Handicap signs for project including bases, poles, brackets, signs, and related items & appurtenances, complete in place	22	EA	\$	\$
21	Do Not Enter Sign, including related items & appurtenances, complete in place	2	EA	\$	\$
22	Type I-C-R Reflective markers including related items & appurtenances, complete in place	21	EA	\$	\$
23	Left Turn Markings with 4" Thermoplastic Striping for pavement markings including related items & appurtenances, complete in place	3	EA	\$	\$
24	Type I-C-R Reflective markers including related items & appurtenances, complete in place	21	EA	\$	\$
25	Type II-AA Reflective markers including related items & appurtenances, complete in place	28	EA	\$	\$
26	Railroad Crossing sign (W10-1) for project including bases, poles, brackets, signs, including related items & appurtenances, complete in place	2	EA	\$	\$
27	Railroad sign (R15-1) for project including bases, poles, brackets, signs, including related items & appurtenances, complete in place	2	EA	\$	\$
28	Temporary Pavement Repair for sanitary sewer line construction including related items & appurtenances, complete in place	2785	LF	\$	\$
29	Temporary Pavement Repair for water line construction including related items & appurtenances, complete in place	2137	LF	\$	\$

Bid Schedule for Downtown Rehabilitation - Phase III

Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	Asphalt Pavement Repair for sanitary sewer trunk line construction, including related items and appurtenances, complete in place	521	SY	\$	\$
31	Concrete Pavement Repair for sanitary sewer trunk line construction, including related items and appurtenances, complete in place	19	LF	\$	\$
32	Asphalt Pavement Repair for sanitary sewer service line construction, including related items and appurtenances, complete in place	8	LF	\$	\$
	Cement stabilized sand for backfill behind retaining walls including related items & appurtenances , complete in place	186	CY	\$	S
TOTA	AL SECTION C - PAVING AND TRAFFIC ITEMS			\$	
D. Dra	ainage Items				
	5' curb inlet (front of curb design, RE: Detail) including top, ring, lid, grouting of bottom & storm sewer w/related items & appurtenances, complete in place	23	EA	\$	\$
2	10' curb inlet (front of curb design, RE: Detail) including top, ring, lid, grouting of bottom & storm sewer w/related items & appurtenances, complete in place	4	EA	\$	\$
3	15' curb inlet (front of curb design, RE: Detail) including top, ring, lid, grouting of bottom & storm sewer w/related items & appurtenances, complete in place	3	EA	\$	\$
4	5' X 5' concrete junction box including top, ring, lid, grouting of bottom & storm sewer w/related items & appurtenances, complete in place	4	EA	\$	\$
5	42" Smooth Groove RCP storm sewer w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	39	LF	\$	\$
6	18" HDPE storm sewer w/full depth cement stabilized backfill including related items & appurtenances, complete in place	699	LF	\$	\$
7	24" HDPE storm sewer w/ full depth cement stabilized backfill including related items & appurtenances, complete in place	687	LF	\$	\$
8	30" HDPE storm sewer w/ full cement stabilized backfill including related items & appurtenances, complete in place	504	LF	\$	\$
9	42" HDPE storm sewer w/full depth cement stabilized backfill including related items & appurtenances, complete in place	364	LF	\$	\$

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
10	48" HDPE storm sewer w/full depth cement stabilized backfill including related items & appurtenances, complete in place	11	LF	\$	\$
11	12" HDPE storm sewer w/full depth cement stabilized backfill including related items & appurtenances, complete in place	198	LF	\$	\$
12	36" HDPE storm sewer w/full depth cement stabilized backfill including related items & appurtenances, complete in place	208	LF	\$	\$
13	6" HDPE perforated storm sewer drain line w/siltation sleeve & cleanouts (RE:Detail) including related items and appurtenances, complete in place	1,045	LF	\$	\$
14	6" HDPE storm sewer drain lines & cleanouts (Re: Detail) w/cement stabilized backfill including related items and appurtenances, complete in place	2,010	LF	\$	\$
15	18" HDPE Storm sewer with DURASLOT surface/slotted drain w/ heel guard backfilled with full depth cement stabilized sand including related items & appurtenances, complete in place	627	LF	\$	\$
	24" HDPE Storm sewer with DURASLOT surface/slotted drain w/ heel guard backfilled with full depth cement stabilized sand including related items & appurtenances, complete in place	80	LF	\$	\$
17	36" HDPE Storm sewer with DURASLOT surface/slotted drain w/ heel guard backfilled with full depth cement stabilized sand including related items & appurtenances, complete in place	50	LF	\$	\$
18	2' X 2' grate inlet box including top, ring, lid, grouting of bottom and storm sewer w/related items and appurtenances, complete in place	1	EA	\$	\$
19	3' X 3' grate inlet box including top, ring, lid, grouting of bottom & storm sewer w/related items & appurtenances, complete in place	2	EA	\$	\$
20	42" Smooth Groove RCP installed by dry bore including related items & appurtenances, complete in place	40	LF	\$	\$
21	Connect existing storm sewer into existing junction box, grout seal wall penetration, including related items & appurtenances, complete in place	3	EA	\$	\$
22	Connect roof drain to existing downspout including related items & appurtenances, complete in place	14	EA	\$	\$

Bid Schedule for Downtown Rehabilitation - Phase III

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
23	HDPE Insert -A-Tee storm sewer connections including related items & appurtenances, complete in place	77	EA	\$	\$
24	4" SDR26 PVC (Heavy Wall) Drain line including connection at building (24th Street) and related items and appurtenance, complete in place	19	LF	\$	\$
TOTA	AL SECTION D - DRAINAGE			\$	
E. Str	eetscape/Landscaping Items				
1	Crepe Myrtle "Cherokee" including fertilization, planting/topsoil, mulch, related items & appurtenances, complete in place	27	EA	\$	\$
2	American Elm (Dutch Elm Resistant Variety) 30 gallon/2" minimum with Single central leader including fertilization, planting/topsoil, mulch, related items & appurtenances, complete in place	53	EA	\$	\$
3	Live Oak Tree 30 gallon/2" minimum with single central leader including related items & appurtenances, complete in place	15	EA	\$	\$
4	Asian Jasmine (4" pots) including fertilization, planting/topsoil, mulch, related items & appurtenances, complete in place	5925	SF	\$	\$
5	Home run roses (Red) 3 gallon, including related items & appurtenances, complete in place	437	EA	\$	\$
6	Grandma's roses (yellow) 3 gallon, including related items & appurtenances, complete in place	236	EA	\$	\$
7	Structural soil for American Elm and Live Oak tree planting including placement, compaction per manufacturer's recommendations, poly liner, including related items and appurtenances, complete in place	818	CY	\$	\$
8	Top Soil for tree planting (5.5' x 5.5' x 2') including related items & appurtenances, complete in place	190	CY	\$	\$
9	Concrete stairs, ramps to buildings thresholds, landings, support railings, and bases including related items & appurtenances, complete in place	58	SY	\$	\$
10	Brick dumpster enclosure, gate & beam including related items & appurtenances, complete in place	5	EA	\$	\$

${\bf Bid\ Schedule\ for\ Downtown\ Rehabilitation\ -\ Phase\ III}$

Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
11	Dowel on curb for median including related items and appurtenances, complete in place	2,487	LF	\$	\$
12	Bark Mulch for rose planting area, including related items & appurtenances, complete in place	5,319	SF	\$	\$
13	6" Wide, doweled on curb (height varies 2" to 12") along building edge (23rd Street), including related items & appurtenances, complete in place	169	LF	\$	\$
14	6" Bollard with concrete and painting including related items & appurtenances, complete in place (RE: Detail)	7	EA	\$	\$
15	Bike Rack by Highland Products Group LLC, Model 116-1003 (black), including related items & appurtenances, complete in place	2	EA	\$	\$
16	Handrails for ramp at 22nd & Main Streets including related items & appurtenances, complete in place	89	LF	\$	\$
17	Guardrail with handrail including related items & appurtenances, complete in place	34	LF	\$	\$
18	CMU retaining wall (smooth grey) including footing, drain, waterproofing of existing brick wall, reinforcement including related items and appurtenances, complete in place	40	LF	\$	\$
19	CMU split face retaining wall (color selected by owner) including footing, drain, waterproofing of existing brick wall, reinforcement including related items and appurtenances, complete in place	60	LF	\$	\$
20	Hydromulch including related items and appurtenances, complete in place (alley Right-of-way)	7382	SF	\$	\$
TOTA	AL SECTION E - STREETSCAPE/LANDSCAPE			\$	
F. Irri	gation Items				
1	Labor, equipment, and material for 2" schedule 40 PVC irrigation line including related items and appurtenances, complete in place	1,430	LF	\$	\$
2	Labor, equipment, and material for 1-1/2" schedule 40 PVC irrigation line including related items and appurtenances, complete in place	46	LF	\$	\$
3	Labor, equipment, and material for 1-1/4"" schedule 40 PVC irrigation line including related items and appurtenances, complete in place	53	LF	\$	\$

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
4	Labor, equipment, and material for 1" schedule 40 PVC irrigation line including related items and appurtenances, complete in place	96	LF	\$	\$
5	Labor, equipment, and material for 3/4" schedule 40 PVC irrigation line including related items and appurtenances, complete in place	1,162	LF	\$	\$
6	Labor, equipment, and material for 1/2" schedule 40 PVC irrigation line including related items and appurtenances, complete in place	3,210	LF	\$	\$
7	Labor, equipment, and material for 4" schedule 40 PVC irrigation sleeve including related items and appurtenances, complete in place	2,800	LF	\$	\$
8	Labor, equipment, and material for Rainbird PESB 1-1/2" Remote Control Valve including related items and appurtenances, complete in place	6	EA	\$	\$
9	Labor, equipment, and material for Rainbird 33 DRC 3/4" Quick-Coupling Valve including related items and appurtenances, complete in place	5	EA	\$	\$
10	Labor, equipment, and material for Rainbird RSD-Cex Rain Sensor, including related items and appurtenances, complete in place	1	EA	\$	\$
11	Labor, equipment, and material for Rainbird ESP 12 MC-SS Mulit- Station Controller including related items and appurtenances, complete in place	1	EA	\$	\$
12	Labor, equipment, and material for Febco 850 Backflow Preventer including related items and appurtenances, complete in place	1	EA	\$	\$
13	Labor, equipment, and material for 14 Gauge Wire including related items and appurtenances, complete in place	2,830	LF	\$	\$
14	Labor, equipment, and material for Dri-splice including related items and appurtenances, complete in place	100	LF	\$	\$
15	Labor, equipment, and material for Sprears SCH 80 - 2" ball valve including related items and appurtenances, complete in place	12	EA	\$	\$
16	Labor, equipment, and material for 10" Round Valve Box with lock including related items and appurtenances, complete in place	7	EA	\$	\$

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
	Labor, equipment, and material for 12" Round Valve Box with lock including related items and appurtenances, complete in place	5	EA	\$	\$
	Labor, equipment, and material for 16" Rectangular Valve Box with Lock including related items and appurtenances, complete in place	2	EA	\$	\$
SUB-	TOTAL of irrigation items			\$	
F. Ele	ctrical items (Labor & Materials Provided by the Contractor)				
	3" Sch. 40 PVC installed underground per drawings and specifications for TxDOT signal wire, including related items and appurtenances, complete in place	384	LF	\$	\$
	2 1/2" Sch. 40 PVC, installed underground per drawings and specifications including related items and appurtenances, complete in place	11,162	LF	\$	\$
	2" Sch. 40 PVC, installed underground per drawings and specifications including related items and appurtenances, complete in place	54,562	LF	\$	\$
4	1 1/2" Sch. 40 PVC installed underground per drawings and specifications including related items and appurtenances, complete in place	25,460	LF	\$	\$
5	1 1/4" Sch. 40 PVC installed underground per drawings and specifications including related items and appurtenances, complete in place	7,447	LF	\$	\$
6	1" Sch. 40 PVC installed underground per drawings and specifications including related items and appurtenances, complete in place	238	LF	\$	\$
	8 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	810	LF	\$	\$
	6 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	3,696	LF	\$	\$
	6 AWG bare cable, installed underground per drawings and specifications including related items and appurtenances, complete in place	8,143	LF	\$	\$
	4 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	9,309	LF	\$	\$
	3 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	9,552	LF	\$	\$

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ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
12	2 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	81,566	LF	\$	\$
13	1 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	32,790	LF	\$	\$
14	1/0 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	61,043	LF	\$	\$
15	2/0 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	75,702	LF	\$	\$
16	3/0 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	22,852	LF	\$	\$
17	4/0 AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	12,051	LF	\$	\$
18	300kcmil AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	216	LF	\$	\$
19	350kcmil AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	1,032	LF	\$	\$
20	400kcmil AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	360	LF	\$	\$
21	500kcmil AWG cable, installed underground in Sch. 40 PVC per drawings and specifications including related items and appurtenances, complete in place	792	LF	\$	\$
22	81 festival receptacle installations per "Receptacle Mounting Detail", mounted and wired including, box mountings, conduit, wiring, and receptacles including related items and appurtenances, complete in place	1	LS	\$	\$
23	77 each Christmas light receptacle installations per "Receptacle Mounting Detail", mounted and wired including concrete footings, box mountings, conduit, wiring, and receptacles including related items and appurtenances, complete in place	1	LS	\$	\$
24	38 each event receptacle installations per "Receptacle Mounting Detail", mounted and wired including concrete footings, box mountings, conduit, wiring, and receptacles including related items and appurtenances, complete in place	1	LS	\$	\$

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Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL		
25	Light pole installation per drawings, mounted and wired including concrete footings, box mountings, conduit, wiring, and receptacles including related items and appurtenances, complete in place.	81	EA	\$	\$		
26	Concrete electrical service panel foundations, poured in place (1.7 CY ea.) including related items and appurtenances, complete in place	4	EA	\$	\$		
27	Concrete operator pads (2 per ESC) adjacent to electrical service cabinet (1 CY ea.) including related items and appurtenances, complete in place	4	EA	\$	\$		
28	Electrical service panel, bare, less panelboards and other devices including related items and appurtenances, complete in place.	4	EA	\$	\$		
29	Panelboards, main service breaker, controllers, wireways, surge arrestors, and metering current transformer cabinet and appurtenances, complete in place for 4 each ESC's.	1	LS	\$	\$		
30	Transformer pad 10'x10'x1' (3.7 CY) w/ "Block Out" for conduit per utility company detail	4	EA	\$	\$		
тот	TOTAL SECTION F - ELECTRICAL ITEMS \$						
G. Te	lephone & Cable TV items (Pedestals provided by Utility Owner	s. Cab	les to l	pe provided and inst	alled by owners)		
1	Install Cable TV Pedestal, including related items and appurtenances, including related items and appurtenances, complete in place	8	EA	\$	\$		
2	2-2" Scheduled 40 PVC Conduits with pull strings for cable TV service line with natural backfill compacted to 98% ASTM D-698 including related items and appurtenances, complete in place	2,575	LF	\$	\$		
3	2-4" Scheduled 40 PVC conduits with pull strings for telephone transmission line with natural backfill compacted to 98% ASTM D-698, including related items and appurtenances, complete in place	1,391	LF	\$	\$		
4	1-2" Scheduled 40 PVC Conduits with pull strings for telephone service with natural backfill compacted to 98% ASTM D-698, including related items and appurtenances, complete in place	220	LF	\$	\$		
5	1-2" Scheduled 40 PVC Conduits with pull strings for cable service with natural backfill compacted to 98% ASTM D-698, including related items and appurtenances, complete in place	220	LF	\$	\$		
6	Install 16"x16" telephone pedestal, including related items and appurtenances, complete in place	6	EA	\$	\$		

Bid Schedule for Downtown Rehabilitation - Phase III

Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL			
	Asphalt pavement repair for telephone conduits including related items and appurtenances, complete in place	135	LF	\$	\$			
TOTA	OTAL SECTION G - TELEPHONE & CABLE TV ITEMS \$							
H. BT wires	U Conduit & Foundation Related Items (BTU to provide and set)	transfo	ormers	& switch gears; pro	vide & install related			
	4" schedule 40 PVC Secondary Conduit with pull strings, including related items and appurtenances, complete in place (Note: Backfill included in Bid Item# H 3.)	1248	LF	\$	\$			
	3-4" Schedule 40 PVC Conduits with pull strings for future with cement stabilized backfill, including related items and appurtenances, complete in place	1604	LF	\$	\$			
3	Primary Duct Bank (9-4" & 2-2" Schedule 40 PVC, conduits), with Carlon Snap-N-Stac combo spaces spread at manufacturers recommendation with cement stabilized backfill, including related items and appurtenances, complete in place	1841	LF	\$	\$			
	30"x48" communications vault (Armor cast products company or approved equal) including related items and appurtenances, complete in place	6	EA	\$	\$			
	2" Schedule 40 PVC Primary Conduit with pull strings and natural backfill compacted to 98% ASTM D-698, including related items and appurtenances, complete in place	339	LF	\$	\$			
	Concrete Pavement Repair, including related items and appurtenances, complete in place	18	LF	\$	\$			
7	Asphalt Pavement Repair, including related items and appurtenances, complete in place	56	SY	\$	\$			
8	Transformer Pad including related items and appurtenances, complete in place	10	EA	\$	\$			
9	1-4" Schedule 40 PVC Conduit with pull strings for future traffic signals with cement stabilized backfill, including related items and appurtenances, complete in place	152	LF	\$	\$			
10	1-2" Schedule 40 PVC Conduit with pull strings for future traffic signals with cement stabilized backfill, including related items and appurtenances, complete in place	152	LF	\$	\$			
	Adjust External conduit on building façade, including related items and appurteanances, complete in place	8	EA	\$	\$			
	24" diameter steel casing (1/2") thickness installed by dry boring, including related items and appurtenances, complete in place	85	LF	\$	\$			
TOTA	AL SECTION H - BTU CONDUIT & FOUNDATION RELATED	S	\$					
TOTAL DESTION IT - BTO CONDOTT & TOCKDATION RELATED TEMO				Ψ				

${\bf Bid\ Schedule\ for\ Downtown\ Rehabilitation\ -\ Phase\ III}$

Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
I. SAN	IITARY SEWER ITEMS				
1 1	12" SDR 26 PVC sanitary sewer line with cement stabilized sand backfill, complete and in place, all depths	863	EA	\$	\$
	8" SDR 26 PVC sanitary sewer line with cement stabilized sand backfill including related items and appurtenances, complete and in place	1882	EA	\$	\$
	6" SDR 26 PVC sanitary sewer line with cement stabilized sand backfill including related items and appurtenances, complete and in place	542	LF	\$	\$
	4" SDR 26 PVC sanitary sewer line for service with cement stabilized sand backfill including related items and appurtenances, complete and in place	372	LF	\$	\$
5	Standard sanitary sewer manhole including base, sections, cone, rim, lid and related items and appurtenances, complete in place	10	EA	\$	\$
l h	Drop sanitary sewer manhole including base, sections, cone, rim, lid and related items and appurtenances, complete in place	3	EA	\$	\$
7	Connect proposed sewer line to existing manhole w/ coring & sealing of wall penetration including related items & appurtenances, complete in place	3	EA	\$	\$
8	Long Sewer Service including fittings, cleanout, with related items & appurtenances, complete in place	16	EA	\$	\$
9	16" diameter steel casing (1/2" thickness) installed by dry boring including related items and appurtenances, complete in place	127	LF	\$	\$
10	16" diameter steel casing (1/2" thickness) installed by open cut including related items and appurtenances, complete in place	40	LF	\$	\$
11	Construct standard concrete manhole on existing sewer line including base, sections, cone, rim, lid, and related items & appurtenances, complete in place	1	EA	\$	\$
	Long Dual Sewer Service transfer including fittings, cleanout, with related items & appurtenances, complete in place	5	EA	\$	\$
13	Disconnect & cap existing sanitary sewer line including related fittings, items and appurtenances, complete in place	6	EA	\$	\$
TOTA	AL SECTION I - SANITARY SEWER ITEMS			\$	

Bid Schedule for Downtown Rehabilitation - Phase III

Addendum #1

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
J. WA	ATER SYSTEM ITEMS				
1	12" C-900 PVC waterline with fittings, cement stabilized backfill, including related items and appurtenances, complete and in place	1954	LF	\$	\$
2	8" C-900 PVC waterline with fittings, cement stabilized backfill, including related items and appurtenances, complete and in place	541	LF	\$	\$
3	6" C-900 PVC waterline with fittings, cement stabilized backfill, including related items and appurtenances, complete and in place	74	LF	\$	\$
4	12" Gate valve and box including related fittings, items and appurtenances, complete in place	15	LF	\$	\$
5	8" Gate Valve including related fittings, items and appurtenances, complete in place	11	EA	\$	\$
6	6" Gate Valve including related fittings, items and appurtenances, complete in place	2	EA	\$	\$
7	Interconnect proposed 12" C-900 PVC waterline to existing 30" concrete steel cylinder waterline with two Smith Blair Dressers (36" min.) including related fittings, items and appurtenances, complete in place	1	EA	\$	\$
8	Interconnect proposed 8" C-900 PVC waterline to existing 8" waterline with fittings including related items and appurtenances, complete in place	1	EA	\$	\$
9	Interconnect proposed 6" C-900 PVC waterline to existing 6" waterline with fittings including related items and appurtenances, complete in place	1	EA	\$	\$
10	Temporary Pavement Repair including related fittings, items and appurtenances, complete in place	2243	LF	\$	\$
11	2" Blow Off Valve in meter box including related fittings, items and appurtenances, complete in place	8	EA	\$	\$
12	Disconnect & cap exist water line including related fittings, items and appurtenances, complete in place	1	EA	\$	\$
13	Relocate existing water meter including related fittings, items and appurtenances, complete in place	8	EA	\$	\$

Bid Schedule for Downtown Rehabilitation - Phase III

Addendum #1

City of Bryan Job No. 700-DE-0719 Bid No. 09-159

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
14	Short water service transfer including related fittings, items and appurtenances, complete in place	3	EA	\$	\$
15	Short dual water service transfer including related fittings, items and appurtenances, complete in place	1	EA	\$	\$
16	Long water service transfer including related fittings, items and appurtenances, complete in place	4	EA	\$	\$
17	Standard fire hydrant assembly with valve, box, fittings and related items and appurtenances, complete in place	9	EA	\$	\$
18	20" steel casing installed by open cut with spacers for waterline including related fittings, items, and appurtenances, complete in place	20	LF	\$	\$
19	12"X2" tap for irrigation including related items and appurtenances, complete in place	1	EA	\$	\$
20	Concrete pavement repair for water service line beyond limits of new paving including related items and appurtenances, complete in place	14	LF	\$	\$
тот	AL SECTION J - WATER SYSTEM ITEMS	\$			
TO	ΓAL (SECTIONS A-J)			\$	

Bid Schedule for Downtown Rehabilitation - Phase III City of Bryan Job # 700 - DE - 0719 Bid No. 09 - 159

ALTERNATE BID 1 - ROUNDABOUT AT MAIN/22ND STREET

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
A. ITE	MS TO BE DELETED FROM BASE BID				
1	Handicap signs for project including bases, poles, brackets, signs, and related items & appurtenances, complete in place	1	EA	\$	\$
2	American Elm (Dutch Elm Resistant Variety) 30 gallon/2" minimum with Single central leader including fertilization, planting/topsoil, mulch, related items & appurtenances, complete in place	1	EA	\$	\$
3	4" Reinforced concrete sidewalk including curb including subgrade preparation and compaction to 98% standard proctor density @ optimum moisture content including related items and appurtenances, complete in place	115	SY	\$	\$
4	Home run roses (Red) 3 gallon, including related items & appurtenances, complete in place	36	EA	\$	\$
5	Bark Mulch for rose planting area, including related items & appurtenances, complete in place	164	SF	\$	\$
6	Dowel on curb for median including related items and appurtenances, complete in place	62	LF	\$	\$
7	Solid Yellow 4" Thermoplastic Striping for pavement markings including related items & appurtenances, complete in place	94	LF	\$	\$
8	Asian Jasmine (4" pots) including fertilization, planting/topsoil, mulch, related items & appurtenances, complete in place	72	SF	\$	\$
9	24" HDPE Storm sewer with DURASLOT surface/slotted drain w/ heel guard backfilled with full depth cement stabilized sand including related items & appurtenances, complete in place	16	LF	\$	\$
ТОТА	L SECTION A - ITEMS TO BE DELETED FROM BASE BID.			\$	
B. ITE	MS TO BE ADDED TO BASE BID				
1	8" Reinforced concrete roadway paving including related items & appurtenances, complete in place	159	SY	\$	\$
2	8" lime stabilized base with minimum of 6% lime by weight compacted to an apparent dry density of 98% standard proctor density @ optimum moisture content including related items and appurtenances, complete in place	200	SY	\$	\$
3	Lime for sub-grade stabilization including related items and appurtenances, complete in place	4	TONS	\$	\$
4	One way only sign and post including related items and appurtenances, complete in place	4	EA	\$	\$
5	Dashed 4" thermoplastic single striping (white) including related items and appurtenances, complete in place	88	LF	\$	\$

Bid Schedule for Downtown Rehabilitation - Phase III City of Bryan Job # 700 - DE - 0719 Bid No. 09 - 159

related items & appurtenances, complete in place TOTAL SECTION B - ITEMS TO BE ADDED TO BASE BID\$					
14	Brick pavers (double soldier and herringbone patterns) including subgrade preparation, sand, leveling, & compaction including	54	SY	\$	\$
13	1 1/2" irrigation meter including related items and appurtenances, complete in place	1	EA	\$	\$
12	2" Gate valve and box including related fittings, items and appurtenances, complete in place	1	EA	\$	\$
11	2" Schedule 40 PVC Waterline including related items and appurtenances, complete in place	12	LF	\$	\$
10	18" HDPE Storm sewer with DURASLOT surface/slotted drain w/ heel guard backfilled with full depth cement stabilized sand including related items & appurtenances, complete in place	44	LF	\$	\$
9	8" C-900 PVC waterline with fittings, cement stabilized backfill, including related items and appurtenances, complete and in place	22	LF	\$	\$
8	Lay down curb including related items and appurtenances, complete in place	126	LF	\$	\$
7	Grandma's roses (yellow) 3 gallon, including related items & appurtenances, complete in place	12	LF	\$	\$
6	Solid 4" thermoplastic striping (white) including related items and appurtenances, complete in place	146	LF	\$	\$

Bid Schedule for Downtown Rehabilitation - Phase III **City of Bryan Job # 700 - DE - 0719** Bid No. 09 - 159

ALTERNATE BID 2 - ELECTRICAL

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
ITEMS	TO BE ADDED TO BASE BID				
	Add 81 new festival receptacles (one additional festival receptacle per pole); installation per, mounted and wired including box mountings, conduit, wiring, and receptacles including related items and appurtenances, complete in place. New wiring to be added to current festival receptacle wiring as second hot wire of lengths and size as follows:	1	LS	\$	\$
	8 AWG cable	1,066	LF	\$	\$
1	6 AWG cable	4,010	LF	\$	\$
	4 AWG cable	14,336	LF	\$	\$
	3 AWG cable	9,121	LF	\$	\$
	2 AWG cable	4,880	LF	\$	\$
	1 AWG cable	3,252	LF	\$	\$
	1/0 AWG cable	3,945	LF	\$	\$
2	Add 22.3 more cubic feet of concrete to the electrical service panel foundations, poured in place including related items and appurtenances, complete in place.	4	EA	\$	\$
3	Enlarge electrical service cabinet width by three feet to take into account the new panelboards.	4	EA	\$	\$
	Change ele	ectrical service	cabinets as fo	llows:	
	ESC3 main circuit breaker from 1200A to 1600A	1	LS	\$	\$
4	ESC4 main circuit breaker from 1400A to 1600A	1	LS	\$	\$
7	ESC2: F2A from 1200AF/1000AT to 800AF/800AT	1	LS	\$	\$
	ESC2: F2B from 1200AF/1000AT to 1600AF/1600AT	1	LS	\$	\$
	ESC4: F4A from 400AF/400AT to 600AF/600AT	1	LS	\$	\$

Bid Schedule for Downtown Rehabilitation - Phase III City of Bryan Job # 700 - DE - 0719 Bid No. 09 - 159

ALTERNATE BID 3 - ELECTRICAL

ITEM	DESCRIPTION	QTY	UNIT	UNIT PRICE	TOTAL
A. ITEMS	TO BE ADDED TO BASE BID				
1	Add new neutral wiring to Phase I event receptacles. Install neutrals for four event receptacles between 26th and 28th streets, two event receptacles between 26th and William J. Bryan, and two event receptacles between William J. Bryan and 24th street.	1	LS	\$	\$
TOTAL SECTION A - ITEMS TO BE ADDED TO BASE BID			. \$		

FELONY CONVICTION NOTIFICATION

Any person and/or business entity that enters into a contract with the City of Bryan must give advance notice to the City if any employee or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony. The notice must also describe the role that the employee, owner, or operator will perform in executing the contract. The City may require substitution of employees in the performance of the contract.

The City may terminate a contract with a person or business entity if the City determines that the person or business entity failed to give notice as required by this clause, misrepresented the conduct resulting in the conviction, or failed to substitute personnel at City's request.

I, the undersigned agent for the firm named below, certify that the information concerning notification of felony convictions has been reviewed by me and the following information furnished is true to the best of my knowledge.
Vendor's Name:
Authorized Company Official's Name (Printed)
A. My firm is not owned or operated by anyone who has been convicted of a felony nor does it have any employees who have been convicted of a felony:
Signature of Company Official:
B. My firm has employee(s) or is owned or operated by the following individual(s) who has/have been convicted of a felony:
Signature of Company Official:
C. Provide a general description of the conduct resulting in the conviction of a felony.
Signature of Company Official:
D. Describe the role that the person(s) convicted of a felony will play in the performance of the contract.
Signature of Company Official:

CERTIFICATION OF BID

<u>CERTIFICATION and AUTHORIZATION:</u> <u>RFB #09-159</u>

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid. Additionally, the undersigned affirms that the firm is willing to sign the enclosed Exhibit A, Standard Form of Contract, if awarded the bid.

Signed By:		Title:		
Typed Name:		Company Name:		
Phone No.:		Fax No.:		
E-mail:				
Bid Address:				
Order Address:	P.O. Box or Street	City	State	Zip
Remit Address:	P.O. Box or Street	City	State	Zip
	P.O. Box or Street	City	State	Zip
Federal Tax ID No.:				
Date:				

representations mad	e by the City are in any	sense a warranty, but a	are mere estimates f	for the guidance of the Contractor.
and will deliver a Su The bid security atta become the property	arety Bond in the amoun ached, without endorsem	at of 100% of the total tent, in the sum of (\$_ the event the contract	and bond are not ex	ntract within five (5) business days, thful performance of this contract.
	ETION: The undersignes from the date designate	-	_	<u>Γwo Hundred Seventy Five</u>
materials, and do ev accordance with the Additionally, the un the specifications, if	erything required to carr contract documents, and dersigned affirms that the awarded the contract.	ry out the above mention of the requirements per one firm is willing to sign	oned work covered taining thereto, for	us, do all the work, and furnish all by this proposal, in strict the sum or sums above set forth. ard Form of Contract as reflected in
-	r Receipt of Addendums			
Addendum Number		Initial		
Addendum Number		Initial		<u></u>
Addendum Number		Initial		
			Respectfully Subn	nitted,
				(Signature)
	bid from other with ink and submit attached papers.			(Address)
				(City, State, Zip)

The undersigned hereby declares that he has visited the sites and has carefully examined the plans, specifications and

contract documents relating to the work covered by his bid or bids, that he agrees to do the work, and that no

SPECIAL PROVISIONS-TABLE OF CONTENTS

SECTION NUMBER	DESCRIPTION
SP 1.	City Project Manager
SP 2.	Contingency
SP 3.	Design Engineer
SP 4.	Mobilization and Project Overhead
SP 5.	Digital Photo Documentation of Project
SP 6.	General
SP 7.	Trench Stabilization/Dewatering
SP 8.	Work Plan (Construction Schedules)
SP 9.	Pipe & Conduit Backfill
SP 10.	Residential Access and Notification
SP 11.	Submittals
SP 12.	Temporary Facilities and Controls
SP 13.	Traffic Control
SP 14.	Stormwater Pollution Prevention
SP 15.	Street, Driveway and Sidewalk Crossings, Etc.
SP 16.	Abandonment of Existing Lines
SP 17.	Project Record Documents
SP 18.	Restoration of Site Improvements
SP 19.	Telephone/Fiber Optic
SP 20.	Content of Project
SP 21.	Field Staking
SP 22.	Location and Repair of Existing Utilities
SP 23.	Duraslot Drainage System
SP 24.	Conduit Adjustments
SP 25.	Damage to Existing Buildings
SP 26.	Traffic Control & Building Access Payment
SP 27.	Water & Sanitary Sewers
SP 28.	Contingency

SP 1. CITY PROJECT MANAGER:

Joe Seago, Jr, P.E. P.O. Box 1000 Bryan, TX 77805 979-209-5030

SP 2. CONTINGENCY:

The amount specified as "Contingency" shall be used for authorized changes required to complete the original scope of work. Changes shall be authorized in writing by the City prior to work being performed.

SP 3. DESIGN ENGINEER:

The design engineer for this project is <u>Vickie Skach-Podsim</u>, <u>E.I.T.</u>. The address of that firm is <u>3600 State Hwy 6 South</u>, <u>Suite 102</u>, <u>College Station</u>, <u>Texas 77845</u>. The phone number is <u>936-696-6767</u>. The project manager is <u>John Rusk</u>, <u>P.E.</u>.

SP 4. MOBILIZATION AND PROJECT OVERHEAD:

The bid item "Mobilization and Project Overhead" shall include and not be limited to the following: cost to mobilize and demobilize equipment to the project site, sediment control, construction staking, the cost of bonds and insurance, and all other incidental costs associated with the project. Payment will be made on the following schedule: 25% - first month of work, 50% - upon 50% of project completion, 25% - upon final acceptance.

SP 5. DIGITAL PHOTO DOCUMENTATION OF PROJECT:

Contractor shall take digital photos of the work on a daily basis throughout the entire duration of the project. Hard copy digital photo images shall be printed in color on a daily basis and stored with "As Built" drawings in a catalog that is kept orderly, labeled, and indexed using dates and locations (i.e. stations). Contractor shall also record two (2) complete sets of all digital photos taken during a week onto separate compact diskettes (CD). At the end of each week, one CD will be given to the Owner's representative immediately after it is recorded and one CD will be retained in a protective case with the "As-Built" Drawings. The complete set of compact diskettes retained with the "As-Built" Drawings and the hard copy catalog will be given to the Owner at the end of the project such that the Owner will end up with two (2) complete sets of digital photos on CDs and a catalog of hard copies. Contractor shall take a sufficient number of digital photos to adequately document the work and shall work closely with Owner's representative to determine the number and location of digital photos to be taken each day. Digital photos should generally include such items as fittings, major crossings of other utilities or petroleum pipelines, any unmapped utilities or pipelines, and items that may be the subject of future controversy, or any items related to extra work claims. No additional compensation will be provided for digital photo documentation. Include all costs in related items of work.

SP 6. GENERAL:

The Bidders are expected to familiarize themselves thoroughly with the requirements contained in the General Specifications, Special Provisions, Project Data, Technical Specifications, Texas Department of Transportation (TxDOT) 1993 Standard Specifications, and the current TxDOT Material Specifications. The provisions contained herein shall govern in case of conflict with any item in the General Specifications. All references to the American Standard of Testing Materials (ASTM) and other organizations shall be interpreted to mean the latest published edition as of the date proposals are opened for this project, unless specifically referenced by date or version.

Two trench failure accidents in the last 5 years or one death caused by a trench failure accident in the last 5 years will constitute grounds for disqualification of a bidder. This is not automatic however. The City will review corrective action taken and preventative measures employed by firms that exceed the foregoing criteria.

The Bidder will accomplish the entire contract with his own forces unless City of Bryan is notified, prior to bid opening, and has approved any planned work by authorized subcontractors. Bidders shall identify the names of subcontractors they intend to employ and the approximate percent work to be performed by each subcontractor. This information shall be furnished with bids. Any inquiries concerning this project prior to Bid Opening shall be directed to:

City of Bryan Purchasing Agent

1309 E. Martin Luther King St. Bryan, TX 77803

979-209-5507

SP 7. TRENCH STABILIZATION/DEWATERING:

Trench stabilization and dewatering (if needed) is the responsibility of the contractor. Additional payment will not be made for these items. Costs for these items are to be included in related items for trenching.

SP 8. WORK PLAN (CONSTRUCTION SCHEDULE):

The Contractor shall be required to attend construction progress meetings as scheduled by the City Project Manager throughout the construction of this project. The City Project Manager may require such meetings as often as necessary to facilitate communication and coordination between the City and the Contractor.

Before beginning construction, the Contractor shall submit to the City and Consulting Engineer a detailed construction and sequence schedule for review. The work plan (construction schedule) shall be kept updated and detailed enough that the City Engineer can determine potential effects on traffic and construction signing.

Construction phasing is included in the construction plans. The phasing outlined is to be followed to enable existing businesses to remain functional throughout the project. Deviations from the sequence may be allowed depending on circumstances. Contractor is to discuss any construction sequence deviation with the City Engineer's office.

SP 9. PIPE AND CONDUIT BACKFILL

All trenches with widths wider than 12" and with diameters 4" or greater are to be backfilled with full depth cement stabilized sand. Backfill is to be placed in 6" lifts.

SP 10. RESIDENTIAL & BUSINESS ACCESS AND NOTIFICATION:

The work shall be conducted as to cause no greater obstruction to the public or residences than is considered necessary by the City. The Contractor throughout construction shall maintain access to private drives and active/front doorways of businesses and residences. Access from alley doorways or others not used is not to be considered "access."

Work on the west side of Main Street, between 24th and 22nd Streets is to have a temporary covered walkway provided. A detail for this structure is provided. Four (4) locations to access this walkway from the east side of Main Street is to be provided. This access is to be made from asphalt millings and is to be 5' wide, & be 2" thick (compacted).

Prior to beginning construction on any street, the Contractor shall notify the residents and business owners at least 2 working days in advance. Notification shall be written and hand delivered to each residence. Notices are <u>not</u> to be placed in mailboxes. <u>All written notices shall be approved by the City prior to distribution</u>. Residents shall be similarly notified when access to their drives will be blocked. The Contractor shall accommodate special needs that residents may have such as access for handicap, etc.

SP 11. <u>SUBMITTALS:</u>

The contractor shall submit to the City Consulting Engineers for review, and approval, the following items prior to the work order being issued:

- 1. Work Plan (Construction Sequence Schedule)
- 2. Material Storage Location
- 3. Type of Equipment to be Used
- 4. Subcontractors to be used if applicable
- 5. Existing Sanitary Sewer & Existing Water System Abandonment Plans and other pertinent information for completion of work.
- 6. Pipe material product specifications (water, sanitary sewer, storm sewer, irrigation)
- 7. Manhole material product specifications
- 8. Cement stabilized sand mix design showing conformation of properties required by the Specifications.
- 9. Concrete and flowable fill mix design showing conformation of properties required by the Specifications.
- 10. Test reports showing conformance of specified properties of crushed limestone flexible base and subgrade materials for applicable items.
- 11. Detailed traffic control plan for each street to include proposed flow of traffic, and other traffic safety control devices including any phased construction.
- 12. Form to be used for resident notification of construction
- 13. Trench Safety Plan prepared by Licensed Professional Engineer within the State of Texas and Trench Box Certifications
- 14. Inlet & Junction Box product specifications

- 15. Irrigation System products specifications (valves, meter, backflow, pressure reducing valves)
- 16. Brick pavers, CMU split face concrete block product specifications.
- 17. Color samples for brick pavers, CMU block, paver, concrete (as applicable).
- 18. Street lights

Deliver submittals to the City Engineer's office to the attention of Joe Seago, P.E. Transmit each item by document with format acceptable to the City, which identifies the following: Project Name and Project Job No.; Contractor; Subcontractor; Supplier; Pertinent Drawing Sheet and detail number; and Specification section as appropriate.

Identify deviations from Contract Documents. Provide space for Consulting and City Engineer review stamps.

Submit drawings, data and samples to the City at least 14 working days prior to date the Contractor needs the reviewed submittals returned. Contractor shall submit the number of copies of product data and samples, which the Contractor and his subcontractor need for their use plus two (2) additional sets for the City Engineer and one (1) additional set for the Consulting Engineer. Contractor shall revise and resubmit as required, identifying changes made since previous submittal.

SP 12. TEMPORARY FACILITIES AND CONTROLS:

Contractor shall maintain temporary facilities and the necessary controls for the project including utilities, telephone, sanitary facilities, storage sheds and building, safety requirements, first aid equipment, fire protection, security measures, protection of the Work and property, access roads and parking, environmental controls, disposal of trash, debris, and excavated material, pest and rodent control, water runoff and erosion control. Confine temporary facilities to areas approved by the City Engineer and as required by law, ordinances and regulations. No payment shall be made for temporary facilities and controls required under this section.

Contractor, if needed, shall make arrangements with utility service companies for temporary water, electricity, telephone, gas and other services as required to complete construction. Contractor shall be responsible for all utility service costs until the Work is complete. Know utility service lines are shown on the Drawings. Anticipate that other such service lines may exist and repair them if damaged due to any construction activity. No separate payment shall be made for repair work. Conform to specified fire protection and prevention requirements established by Federal, State, or local governmental agencies and as provided in the Contractor's Safety Program. If existing fencing or barriers are breached or removed for purposes of construction, provide and maintain temporary security fencing equal to existing.

Bypassing of sanitary waste to storm drainage facilities is not allowed.

Explore ahead of trenching and excavation work and uncover obstructing underground structures and utility services sufficiently to determine their location, to prevent damage to them and to prevent interruption of utility services. Restore to original condition damages to underground structures/utilities at no additional cost to the City if deemed necessary by the City Engineer. Unknown items may exist which may need to be removed and disposed of.

Necessary changes in location of the Work may be made to the City Engineer to avoid unanticipated underground structures.

Designate temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional off-site parking. Locate as approved by the City. The City recognizes that the site is within existing paved roadways that construction of projects should have minimum impact to the surrounding environment. The Contractor shall adopt construction procedures that do not cause damage to existing buildings, air or stream pollution.

Take special measures to prevent harmful substances from entering public waters. Prevent disposal of wastes, effluents, chemicals, or other such substances adjacent to streams, or in sanitary or storm sewers.

Provide vehicles, equipment, and construction activities that minimize noise to the greatest degree practicable. Noise levels shall conform to the latest OSHA standards and City Ordinances and in no case will noise levels be permitted which interfere with the Work of the City or create a nuisance in the surrounding commercial areas.

Temporary pumping of wastewater from manhole to gravity sewer line may be required. Residents may not be without sewer service **for more than 4 hours**. Contractor is responsible for equipment and labor for these items. No additional payment will be made.

SP 13. TRAFFIC CONTROL:

Contractor shall execute a City Engineer Approved traffic control plan, provided within the construction plans, responsive to the Texas Manual on Uniform Traffic Control Devices (TMUTCD). All plans shall be executed to provide for the safe and efficient movement of traffic through the work zone. The Contractor is solely responsible for traffic control execution and shall install signs,

barricades, and markings where required. At all times maintain a 10 foot wide all weather lane adjacent to work areas for use of emergency vehicles.

Contractor shall maintain local driveway access to residential and commercial properties adjacent to work areas. Contractor should backfill trench as quickly as possible and follow all bedding and backfill requirements.

Keep all streets entering and leaving the job free of excavated material.

Whenever necessary, bridge of trenches and excavations to permit an unobstructed flow of traffic. The contract period with cover approximately 13 months. Thirteen (13) separate payments shall be made for work related to traffic control. Include all associated costs in the designated bid item. In the event the contractor completes the project early, the final payment will include the full payment of the bid item. If contract period is exceeded, additional payment will not be made unless approved by City engineer's office.

SP 14. STORMWATER POLLUTION PREVENTION:

The Contractor shall be responsible for implementation, maintenance, and inspection of storm water pollution prevention control measures including, but not limited to, erosion and sediment controls, storm water management plans, waste collection and disposal, off-site vehicle tracking, and other practices. Contractor's construction operations shall be in accordance with the terms and conditions of the National Pollutant Discharge Elimination System (NPDES) Permit, as stated in the Federal Register Vol. 57 No. 175, issued by the Environmental Protection Agency on September 9, 1992.

Steps shall be taken to prevent sediment from leaving construction site. Sand bags shall be used in locations downstream of construction areas and in front of all drainage structures to collect sediments from stormwater runoff. Silt fencing shall be maintained (as applicable) during all phases of construction until vegetative or pavement ground cover is re-established. The Contractor, when working within the roadway, should provide material on roadway for placement of excavated material. Materials include plywood, fabric, etc. Coordinate material to be used with City Engineer.

No separate payment shall be made for work related to stormwater pollution prevention. Include costs in related work.

SP 15. STREET, DRIVEWAY AND SIDEWALK CROSSINGS, ETC.:

All locations where a proposed utility line crosses or is laid within a street, driveway, parking area, sidewalk or similar paved area, shall be open cut unless otherwise noted on the Drawings. All streets, driveways, and sidewalks shall be restored according to proposed grades.

Streets shall remain open to traffic and left in passable condition at the end of each day unless noted or approval is granted by the City. Access to driveways is to be maintained for residents.

Separate payment shall be made for work related for street payement reconstruction. Refer to bid schedule for related bid items.

SP 16. ABANDONMENT OF EXISTING UTILITIES:

All existing sanitary sewer and waterlines shall remain in service until the proposed sanitary sewer and water lines have been constructed and the applicable services have been transferred.

Existing sanitary sewer and waterlines are to be abandoned. Abandonment consists of demolition and removal of any portion of manholes and valves existing within four feet of the surface, and the abandonment in place of sewer lines and manholes as specified in this Section. All waterlines to be abandoned are to be capped. There are not to be any abandoned waterlines left open-ended which will allow material to enter.

Existing overhead electrical lines are to be left in place and in operation until new underground services are installed and services transferred. Bryan Texas Utilities (BTU) will transfer the services to the new underground line. The contractor is to remove & dispose of the existing lines and poles as directed by BTU personnel.

BTU will provide and install all transformers, switch gears and wire for the primary and secondary lines. The Contractor is responsible for providing and installing the electrical items related to the street lights and event power. BTU is to be notified 75 days in advance of the electrical conduits and transformer/switch gear pads being completed so the appropriate materials can be ordered.

SP 17. PROJECT RECORD DOCUMENTS:

Record information concurrently with construction progress. Do not conceal any work until required information is recorded. Legibly mark each item to record all actual construction, or "record" conditions on the contract

Drawings and shop drawings, including:

- 1. Measured horizontal locations and elevations of underground utilities and appurtenances. Reference to permanent surface improvements.
- 2. Elevations of underground utilities referenced to bench mark utilized for project.
- 3. Field changes of dimension and detail.
- 4. Changes made by modifications.
- 5. Details not on original contract drawings.
- 6. References to related shop drawings and Modifications.
- 7. Locations of all services (where they connect to new main) are to be clearly marked on "Record Drawings" by station number.
- 8. Flow lines of all sanitary and storm sewer pipes are to be documented by a Registered Professional Land Surveyor.

At contract closeout, deliver Record Documents to City Engineer.

SP 18. RESTORATION OF SITE IMPROVEMENTS:

Contractor shall be responsible for the restoration of the Work site in public rights-of-way and easements and adjacent public or private property affected by construction operations, including but not limited to pavement, curb, gutter, esplanades, sidewalks, driveways, fences, lawns and landscaping. Separate payment shall be made for restoration of site improvements as noted in Bid Schedule. All related work, not listed in Bid Schedule is considered incidental. Restoration is to be complete as satisfactory to the City Engineer. Extra care shall be taken in planting trees, shrubbery and plants, as applicable. New trees, shrubs, flowers, etc. are to be delivered to site and planted within 48 hours of arrival.

Document conditions on and adjacent to the construction, if applicable, site with construction photographs. Remove the minimum pavement as required to perform the Work. Remove concrete and asphaltic concrete material using sawed joints.

Remove or relocate existing fencing, if required, for construction operations. Maintain the integrity of the private property owner's fencing if needed for protection of children, pets or property. Notify the property owner three full working days in advance before removing fencing and coordinate security needs. Clean up construction debris. Restore vegetated areas disturbed or damaged by construction with items depicted on Streetscape plans. Restore all areas as called for in construction plans.

Replace fencing, if applicable, removed or damaged, including, but not limited to, posts, caps, concrete footings, concrete curb under fence, wire mesh, wood panels, top and bottom railing. Reconstruct any portion of the fence disturbed by construction which is not equal to or better than that which existed prior to construction operations as evidenced by preconstruction photographs or videos. Remove and dispose of damaged substandard material. Remove debris and trash which is the result of the Contractor's operation to maintain a clean and orderly site.

SP 19. TELEPHONE/FIBER OPTIC:

Underground FIBER OPTIC CABLE exists in the area. Take extreme caution to prevent damage to existing facilities. Contact fiber optic cable owners at least 2 full working days prior to start of construction.

SP 20. CONTENT OF PROJECT:

Contractor is to furnish project complete as required in the specifications, Drawings and Contract Documents as related to items within the bid schedule. Items not specifically covered in these documents which comprise a part of the project shall be considered incidental to the project. Contractor is to consider all incidental work necessary for a satisfactory and completed project and is to include any related costs in the original prices bid.

SP 21. FIELD STAKING:

Contractor is responsible for staking and layout of all construction items. Cut/Fill sheets are to be prepared by a Registered Public Land Surveyor for water, sanitary sewer, storm sewer, back of curb, & centerline and submitted 2 days prior to construction. These cut sheets are to be stamped by the R.P.L.S. With sealed cut sheets, a copy of the surveyor's field book is to be included to document control points used, bench marks and elevations of hubs set.

SP 22. LOCATION AND REPAIR OF EXISTING UTILITES:

Efforts have been made to show the location of underground utilities and services within the project site. Unknown utilities may exist and it is the responsibility of the Contractor to verify the location of all utilities, service lines and tie-in points before proceeding with the work. A separate pay items is provided for field locating all existing utilities and services for the construction of the proposed improvements. If a utility or service line is broken during the course of construction, it shall be the Contract's responsibility to repair such breaks at no cost to the utility Owner. For field locations, if the existing pavement is removed, it is to be restored w/natural backfill, compacted to 95% Density (D-968), 4" of crushed limestone base, MC-30 prime coat and 1 ½" of HMAC Hot Mix. Cost of pavement restoration is to be included in bid item for field locates.

All existing utilities are to be located prior to beginning construction. Elevations of existing utilities are to be reported to Inspector and Design Engineer to verify any possible conflicts.

SP23. DURASLOT DRAINAGE SYSTEM

DURASLOT Surface Drains shall be manufactured from corrugated polyethylene pipe with a smooth interior wall, pipe and fittings conforming to AASHTO M252 and/or M294. A grate frame, that forms a slot, shall be mounted in the pipe so as to provide a linear inlet into the top of the pipe to collect surface runoff. The slot shall be manufactured from .063 tempered commercial aluminum and shall have two parallel plates separated by vertical spacers spanning the slot on 6" centers. The grating within the slot opening shall be ½ - #13 galvanized steel (heel guard). The slot shall be coated with a primer to protect the aluminum when installed in concrete. The flange at the bottom of the slot shall be riveted to the pipe with a minimum of two rivets per linear foot. The pipe shall have a section removed to accept the slot so as to maintain the original diameter, providing ease in transition to conventional systems.

The contractor is to replace all damaged pedestrian grates after substantial construction completion but prior to construction closeout.

SP24. CONDUIT ADJUSTMENTS

Throughout project area, adjustments to existing conduits on walls of buildings are required. Contract is to make necessary adjustments at building. A pay item is provided for these adjustments. For payment, six (6) equal payments will be made for the pay item. Judgment on the amount completed will be verified by Owner.

SP25. <u>DAMAGE TO EXISTING BUILDINGS</u>

Contractor is to repair damages to existing buildings caused by construction operations including chipped paint, broke glass, brick, and related items. It is strongly suggested that contractor document the existing conditions w/photographs prior to construction. Additional payment will not be made for repairs to existing buildings due to construction operations.

SP26. TRAFFIC CONTROL & BUILDING ACCESS PAYMENT

Traffic Control and Building Access will be paid out each in 12 equal payments. If project time exceeds the allotted time, additional compensation will only be considered if delay is not caused by Contractor. City Engineer's office will determine if additional compensation is justified.

SP27. WATER & SANITARY SEWER

Contractor is to verify all buildings have water and sanitary sewer service after new water and sanitary sewer lines are installed and successfully tested. Verification should be performed by door to door survey. Contractor is to disconnect and cap all waterlines not in service in the project area. All existing sanitary sewer lines that are replaced are to be grout filled or removed as noted.

SP28. <u>CONTINGENCY</u>

The amount specified as "Contingency" in the Bid Proposal shall be used for any authorized changes. Changes shall be authorized in writing by the City Engineer prior to work being performed.

ATTENTION

The project you are bidding to work on is funded partially, or in full, by federal funds. This means that the work is subject to the Davis-Bacon Act, Copeland Act, Contract Work Hours Safety Standards Act, and the Fair Labor Standards Act.

• The *Davis-Bacon Act* requires that you pay your employees the minimum wages listed on the attached wage decision(s). If you have an employee who does not appear to fit any of the classifications listed please notify us so we can help you decide which wages you must pay. The payment of wages must be verified by the submittal of weekly payrolls to the City. If you are the owner of the company, you do not have to pay yourself any specific wages but you must list the hours that you worked on the job on the payroll form.

The payrolls that you will submit are legal documents so they must be taken very seriously. We want you to know that we at the *City of Bryan* will be very happy to answer any questions you may have. If any error is made that accidentally results in the underpayment of an employee, we will gladly show you how to make a correction.

- The *Copeland Act* prohibits kickbacks being paid by the employee to the employer and sets the requirement of the submission of the payrolls on a weekly basis.
- The *Contract Work Hours Safety Standards Act* sets a standard work week of 40 hours, with time and a half the basic rate of pay for all work in excess of the forty hour week. Failure to pay overtime can result in the assessment of liquidated damages in the amount of \$10.00 per day per violation.
- The *Fair Labor Standards Act* sets out the requirements for payment of minimum wages, maximum hours, overtime pay, and child labor standards and prohibits wage discrimination on the basis of sex.
- In addition to complying with all labor standards and prevailing wage requirements, contractors and subcontractors are required to comply with <u>equal employment opportunity regulations</u>, provide proof of compliance with <u>Texas Worker's Compensation</u> requirements, and comply with <u>trade agreement certifications</u>. In instances where a total project's cost equals or exceeds \$200,000, the prime contractor and any subcontractors with contracts in excess of \$100,000 will be required to comply with <u>Section 3</u> provisions. Section 3 requires submission of an affirmative action plan; that affected contractors make a good faith effort to <u>hire target area residents</u>, <u>award contracts to target area business concerns</u>, and <u>provide documentation</u> of those efforts and the results of those actions.

In order for your bid to be considered for this project, the following forms must be completed and submitted as part of your bid package:

- 1. Contractor's Certification Concerning Labor Standards & Prevailing Wage Rate Requirements.
- 2. Examination of Wage Decision. Completed wage survey for any additional or disputed wage classifications.
- 3. Certification of Contractor Regarding Equal Employment Opportunity
- 4. Trade Agreement Certification, and
- 5. List of Subcontractors proposed for the project.

If you are awarded the bid for this project, it will be your responsibility as prime contractor to have all subcontractors on the project complete forms 1-5 and submit them to you for forwarding to our office.

If your bid for this project will exceed \$200,000 the following completed documents are also required to be in your bid package:

- 6. Certification of Contractor Regarding Section 3
- 7. Contractor Section 3 Plan Form including a Proposed Subcontractor Breakdown (Table A) and an estimated project Workforce Breakdown (Table B).

If the total project cost is over \$200,000 **and** a subcontractor's contract is for \$100,000 or more, that subcontractor will also have to complete forms 6 and 7 and submit them to our office. Packets of subcontractor forms will be provided to you by our office should you be awarded the bid.

If you have never worked on a federally funded project these requirements may seem onerous, however they really are not. If you are awarded the bid for this job, we will have a preconstruction conference with you to again go over these requirements and answer any questions you might have.

If you have any questions please call Susan Monnat, City of Bryan at (979) 209-5030.

REMOVE THIS SHEET AND INSERT WAGE DECISION(S) HERE (WAGE DECISIONS MUST BE PROVIDED TO CONTRACTORS & SUBCONTRACTORS)

Bid Documents-02 REV. 11052002

CONTRACTOR'S/SUBCONTRACTOR'S CERTIFICATION CONCERNING LABOR STANDARDS & PREVAILING WAGE REQUIREMENTS

TO:	CITY OF BRYAN ENGINEERING DEPARTMENT	DATE:			
PRC	DECT NAME:				
1.	The undersigned, having prepared a bid for the above referenced proconstruction/rehabilitation project, acknowledge that:	roject, and in anticipation of being awarded the bid for said			
	(a) The Federal Labor Standards provisions and the wage decision	were included in the aforesaid bid document;			
	(b) Correction of any infractions of the aforesaid conditions, includitier subcontractors, is his responsibility;	ing infractions by any of his subcontractors and any lower			
2.	He certifies that:				
	(a) Neither he nor any firm, partnership or association in which contractor by the Comptroller General of the United States pursua Labor, Part 5 (29 CFR, Part 5) or pursuant to Section 3(a) of the Data	nt to Section 5.6(b) of the Regulations of the Secretary of			
	(b) No part of the aforementioned bid document will be subconfirm, corporation, partnership or association in which such subineligible contractor pursuant to any of the aforementioned regulator.	contractor has a substantial interest is designated as an			
3.	He agrees to obtain and forward to the City of Bryan Engineering Depart those executed by his subcontractors and any lower tier subcontractor Prevailing Wage Requirements executed by the subcontractors.				
4.	le certifies that:				
	(a) The legal name and the business address of the undersigned	are:			
	(b) The undersigned is:				
	(1) A Single Proprietorship	(3) A Corporation Organized in the State of:			
	(2) A Partnership	(4) Other Organization (Describe)			
	Federal Tax ID Number of this firm is:	1			

	TITLE	ADDRESS	SOCIAL SECURITY NUMBER	RACI
(d) The names and a the nature of the inter	ddresses of all other personest are (If none, so state):	ns, both natural and corporate,	having a substantial interest in the u	ndersigned, a
NAM	1E	ADDRESS	NATURE OF II	NTEREST
(e) The names, addresubstantial interest ar	esses and trade classification (If none, so state):	ons of all other building constru	uction contractors in which the unde	rsigned has a
NAM	1E	ADDRESS	TRADE CLASSI	FICATION
re			Date	
		_		
Type or Print)				

EXAMINATION OF WAGE DECISION

I,, have reviewed the labor	orer and mechanics
classifications listed in the wage decision number <u>TX20080041</u> for the <u>Bryan</u> <u>Rehabilitation</u> project.	
Please check one of the following:	
I have found this wage decision to be complete and contain all appropmechanic classifications needed for the job.	oriate laborer and
I have identified additional laborer and mechanics classifications included. I have listed these classifications below.	s which need to be
I wish to challenge the prevailing wage rate for the position(s) I have note - challenges of the prevailing wage rates are rarely successful. Contra comply with the prevailing rate until the Department of Labor responds to the	actors are required to
Note: If additional labor classifications have been identified and/or a chall regarding the prevailing wage rate for a specific classification, the commaking the request is responsible for identifying a minimum of three (3) a specific skill, contacting them, and completing the wage survey form following information is needed from each contact: company name, contact address, phone number, hourly wage and benefits paid to the specific type that company.	tractor/subcontractor area providers of the which follows. The act person, company
Labor Classifications Requested or Challenged:	
1	
2	
3	
4	
Contractor/Subcontractor's Signature Date	

CERTIFICATION OF CONTRACTOR/SUBCONTRACTOR REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any contractor or prospective contractor, or any of their proposed subcontractors, shall state as an initial part of the bid or negotiations of the contract whether it has participated in any previous contract or subcontract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the contractor has not filed a compliance report due under applicable instructions, such contractor shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY CONTRACTOR/SUBCONTRACTOR					
Name & Address of Contractor (Include Zip Code)	Name & Address of Contractor (Include Zip Code)				
 Contractor has participated in a previous contract or subcontract subject to the Equal Opportunity Clause.					
2. Compliance reports were required to be filed in connection with such contract or subcontract. No					
3. Contractor has filed all compliance reports due under applicable instructions. Yes No None Required					
4. Have you ever been or are you being considered for sanction due to violation of Executive Order 11246, as amended?					
☐Yes ☐No					
Name and Title of Signer (Please Type)					
SIGNATURE DATE					

Section 3

Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to low income residents in the project area and that contracts for work in connection with the project be awarded to businesses substantially owned by or employing low income persons. Section 3 applies to federally funded construction projects of \$200,000 or more. If the total project cost is less than \$200,000, Section 3 does not apply

For the purposes of training and employment, the project area is defined as the City of Bryan. For the purposes of this project, Section 3 residents are defined as Bryan residents whose household income is equal to or less than 80% of the area median income. The attached map indicates those areas of the city that are predominantly low income; person who reside in this area are presumed to be low income. For person residing outside this area, it will be the potential employee's role to substantiate their income status in order to qualify for a preference. A form will be provided for this use. Section 3 does not require you to hire unqualified individuals or to create jobs if a need does not exist. Section 3 does require that a **reasonable effort** be made to employ low income Bryan and public housing residents on the project when jobs are available. Project goal is 30% of all new hires will be Section 3 residents.

For purposes of contracting opportunities, the Section 3 suggests that 10% of construction contracts (in terms of dollar amount) and that 3% of all other contracts (again in terms of dollars) be awarded to section 3 businesses. Section 3 businesses are defined as:

- ? Majority ownership held by section 3 residents (51%), or
- ? At least 30% of the businesses employees are Section 3 residents, or
- ? More than 25% of their business is subcontracted to businesses meeting either one of the first two criteria.

Again, it is the responsibility of the business to submit the documentation needed to obtain the contracting preference. For contracting purposes, the project area is defined as Bryan and College Station.

Subcontractors on a Section 3 covered project, whose contract is for \$100,000 or more, must also comply with Section 3 requirements. That subcontractor will also have to complete the required certification, plan and employment projects as well as document hiring. Packets of subcontractor forms will be provided to you by our office should you be awarded the bid. The Contractor is responsible for Section 3 compliance on the entire project. Subcontractors with contracts less than \$100,000, are not required to comply with Section 3 regulations, but are encouraged to do so. For questions or assistance in completing these forms, please contact <u>Susan Monnat</u>, City of Bryan Engineering Department at (979)209-5030.

CERTIFICATION OF CONTRACTOR/SUBCONTRACTOR REGARDING SECTION 3 AND SEGREGATED FACILITIES

— Na	me of Prime Contractor or Subcontractor	Project Name	
		·	
Th	e undersigned hereby certifies that:		
A)	Section 3 provisions will be included in all contr	acts connected with this project.	
B)	will likely equal or exceed \$200,000). NOTE: OFFICE of the City Engineer (300 Texas BREAKDOWN OF SUBCONTRACTORS AND ADDRESS OF THE STREET OF T	submitted as part of the contract process (if cost of constructing THE SECTION 3 PLAN, MUST BE SUBMITTED TO THE Avenue) PRIOR TO CONTRACTOR ACCEPTANCE. ND EXISTING WORK FORCE (including primary contract LLOWING FORMS). NOTE: A plan has been provided and, ached Section 3 forms for submission.	HE A
C)	No segregated facilities will be maintained.		
Na	me and Title of Signer (Print or Type)		
Sig	nature	Date	

CONTRACTOR/SUBCONTRACTOR SECTION 3 PLAN FORMAT

agrees to implement the following specific affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City of Bryan, Texas.

- A. To ascertain from the City Engineer the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan. A map of the Target Area is included.
- B. To attempt to recruit from within the city the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area such as Service Employment and Redevelopment (SER), Opportunities Industrialization Center (OIC), Urban League, Concentrated Employment Program, Hometown Plan, or the U.S. Employment Service.
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.
- D*.To require all contractors on subcontracts to submit a Section 3 affirmative action plan addressing utilization goals and the specific steps planned to accomplish these goals.
- E*. To insure that subcontracts are let on a negotiated basis, whenever feasible, when let in a Section 3 covered project area.
- F. To formally contact unions, subcontractors and trade associations to secure their cooperation for this program.
- G. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.
- H. To maintain records, including copies of correspondence, memoranda, etc., which document compliance with all of the above affirmative action steps.
- I. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.
- J. To list on Table A, information related to proposed subcontracts.
- K. To list on Table B, all projected workforce needs for all phases of this project by

occupation, trade, skill level and number of positions.

As officers and representatives ofundersigned have read and fully agree to thi full implementation of this program.	, we the s Affirmative Action Plan and become a party to the
Name and Title (Print or Type)	
Signature	Date
Name and Title (Print or Type)	
Signature	Date

PROPOSED SUBCONTRACTS BREAKDOWN (TABLE A)

Project Name		Project Number			
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5	
TYPE OF CONTRACT (BUSINESS OR PROFESSION)	TOTAL NUMBER OF CONTRACTS	TOTAL APPROXIMATE DOLLAR AMOUNT	ESTIMATED NUMBER OF CONTRACTS TO PROJECT AREA BUSINESSES*	ESTIMATED DOLLAR AMOUNT TO PROJECT AREA BUSINESSES*	
*See Target Area map.		<u> </u>			
EEO Officer (Signature)		Date			
 Company					

ESTIMATED PROJECT WORKFORCE BREAKDOWN (TABLE B)

	1	<u> </u>	<u> </u>	
COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATED POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH TARGET AREA RESIDENTS*
OFFICERS/SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL/MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS:				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS:				
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS:			T	
TRADE:				
JOURNEYMEN				
HELPERS				
APPRENTICES				
MAXIMUM NO. TRAINEES				
OTHERS:				
TOTAL				
*See Target Area map.				
I will make a good faith effort to employ	City of Bryan low incom	me residents to the extent	feasible. I agree to indi-	cate on payroll forms which

employees were new hires for this contract.

Owner's Signature

Date

This page may be reproduced if additional trades are employed.

TRADE AGREEMENT CERTIFICATION

Except as provided in paragraph (4) of this provision, by submission of its bid or proposal, the offeror certifies that it;

- (1) Is not a Contractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representative (USTR).
- (2) Has not or will not enter into any subcontract with a subcontractor of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; and
- (3) Will not provide any product of a country included on the list of foreign countries that discriminate against U.S. firms published by the USTR.
- (4) <u>Inability to certify:</u> An offeror unable to certify in accordance with paragraph (2) of this provision shall submit with its offer a written explanation fully describing the reasons for its inability to make the certification.

CONTRACTOR	DATE
COMPANY	

LIST OF SUBCONTRACTORS

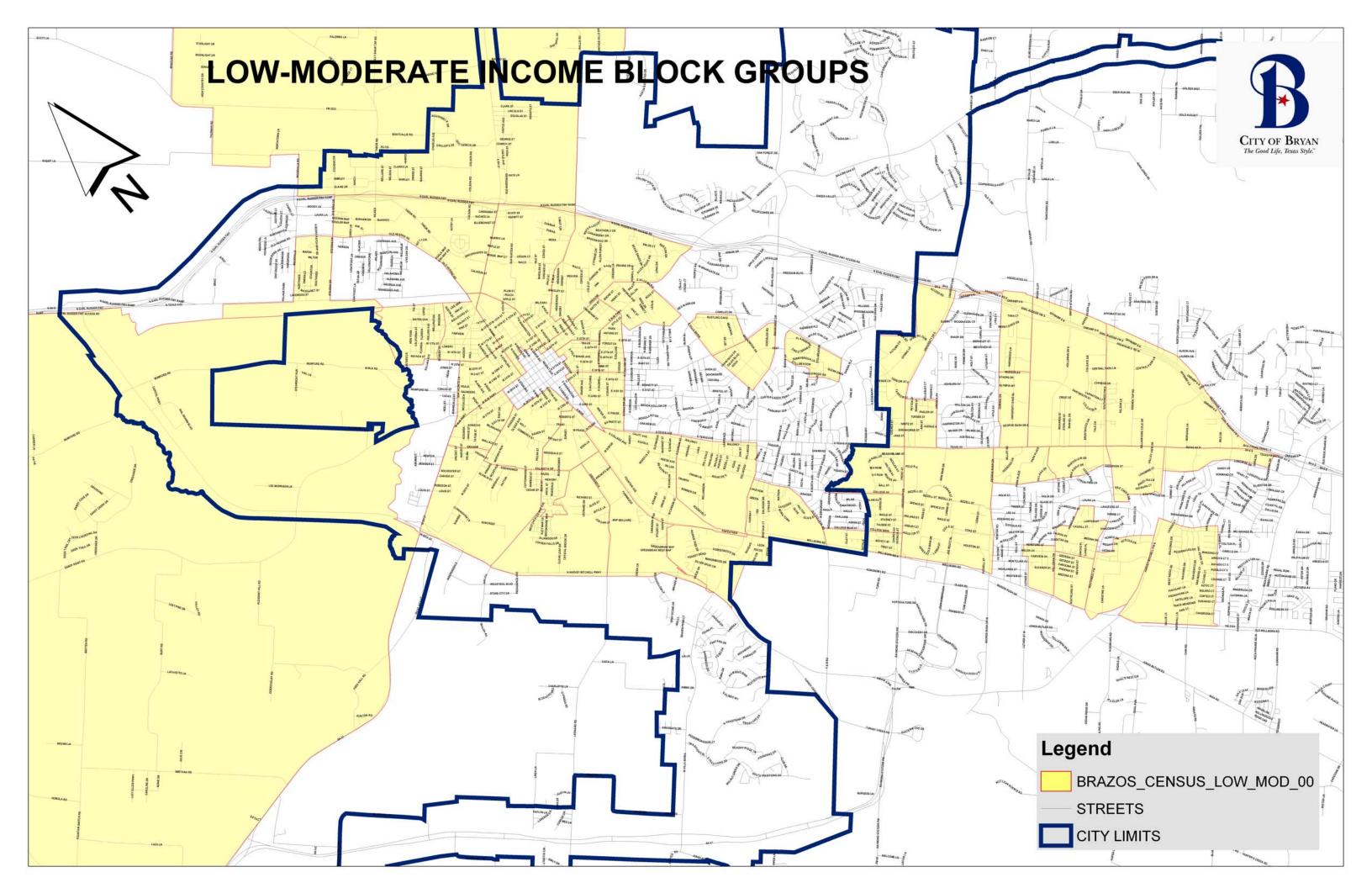
PROJECT					
NAME & FEDERAL I.D. NUMBER	CEO	ADDRESS	PHONE NUMBER	TYPE OF WORK	VALUE OF SUBCONTRACT
(1)					
(2)					
(3)					
(4)					
(5)					
(6)					
(7)					
1			<u> </u>	1	<u>'</u>
OWNER'S SIGNATURE	DATI	E			
COMPANY					

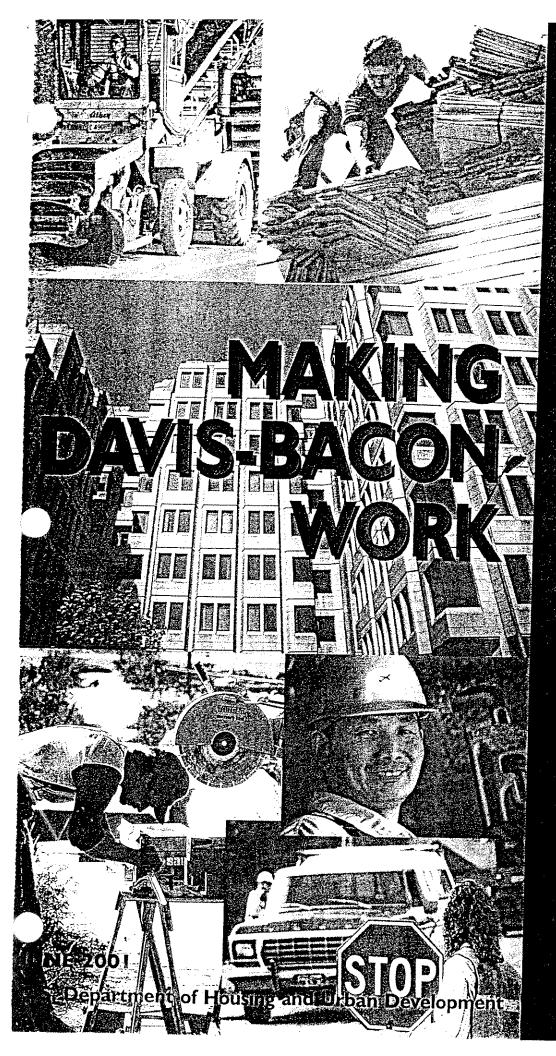
TEXAS WORKER'S COMPENSATION NOTICE

The Contractor must provide to the City of Bryan proof of compliance with Texas Worker's Compensation requirements. This may be accomplished by providing a copy of your policy, which should include:

- ? your insurance company
- ? address and phone number of insurance company
- ? amount of coverage for each injury category
- ? your file/account number
- ? the policy period
- ? the date of issue
- ? all endorsements and schedules
- ? all states for which coverage is applicable

NOTE: The Contractor's policy should cover all subcontractors participating in the project. Otherwise each subcontractor is required to provide the above coverage information in conjunction with this project.





A Contractor's
Guide to
Prevailing
Wage
Requirements
for
Federally-Assisted
Construction
Projects



Introduction

his Guide has been prepared for you as a contractor performing work on construction projects that are *assisted* by the Department of Housing and Urban Development and subject to Davis-Bacon prevailing wage requirements. This Guide *does not* address contractor requirements involved in *direct* Federal contracting where HUD or another Federal agency enters into a procurement contract. In this latter case, the Federal Acquisition Regulations (FAR) are applicable. While the guidance contained in this Guide is generally applicable to *any* Davis-Bacon covered project, specific questions pertaining to direct Federal contracts should be addressed to the Contracting Officer who signed the contract for the Federal agency.

Our objective here is to provide you with a guide which is simple and non-bureaucratic yet comprehensive and which will help you better understand and comply with Davis-Bacon labor standards. HUD's Office of Labor Relations worked closely with the Department of Labor's Wage and Hour Division to make sure that the labor standards provisions in your contract and the specifics of complying with them represent the latest information. It is the Department of Labor which has general administrative oversight of all Federal contracting agencies, such as HUD, which administer the day-to-day responsibilities of enforcing Davis-Bacon provisions in construction contracts they either fund or assist in funding.

There are three chapters in this Guide. The first chapter offers a brief description of the laws and regulations associated with Federal labor standards administration and enforcement and discusses both what's in your contract that requires Davis-Bacon compliance and your responsibilities. The second chapter deals with labor standards and payroll reporting requirements. The third chapter discusses what can happen in the event there is a dispute about the wage rates that should be (or have been) paid and any back wages that may be due.

Finally, not all HUD construction projects are covered by Davis-Bacon wage rates. For the purpose of this Guide, we are assuming that a determination has already been made that Davis-Bacon wage rates are applicable. Should you wish assistance in determining whether Davis-Bacon wage rates apply to a particular project or if you need other related technical assistance, please consult with the HUD Labor Relations Field staff for your area. If you don't know which staff to contact, a list of Labor Relations field offices and their geographic areas and telephone numbers can be found on HUD's Home Page at the address below.

Visit the Office of Labor Relations on the World Wide Web HUD Home Page at: http://www.hud.gov/offices/olr

Obtain additional copies of this Guide and other publications at our web site or by telephone from HUD's Customer Service Center at (800) 767-7648.

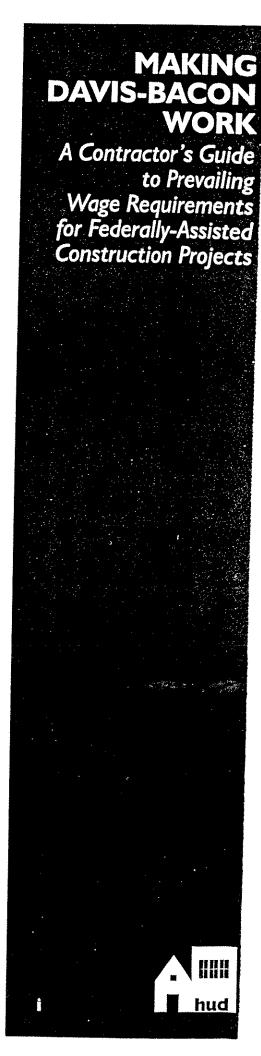


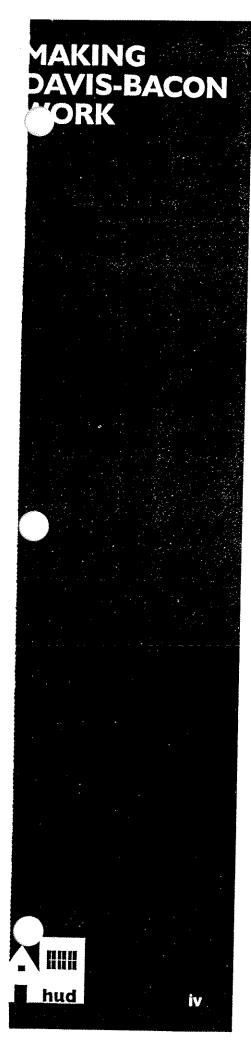
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MAKING DAVIS-BACON WORK

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CHAPTER 1. Laws, Regulations, Contracts and Responsibilities

he following paragraphs describe what the labor standards laws and regulations actually say and what they mean to you on HUD projects:

1-1 Davis-Bacon and Other Labor Laws

a. The Davis-Bacon Act (DBA)

The Davis-Bacon Act requires the payment of prevailing wage rates (which are determined by the U.S. Department of Labor) to all laborers and mechanics on Federal government and District of Columbia construction projects in excess of \$2,000. Construction includes alteration and/or repair, including painting and decorating, of public buildings or public works.

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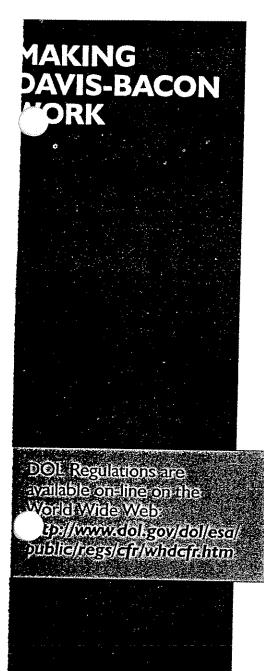
Most HUD construction work is not covered by the DBA jiself since HUD selection contracts directly for construction services. Most often, if Davis-Bason wage rates apply to a HUD project it is because of a labor provision contained in one of HUDs. Related Acis, such as the US. Housing Act of 1937, the National Flousing Act the Flousing and Community Development Act of 1974, the National Affordable Housing Act of 1996 and the Native American Housing Assistance and Self-Determination Act of 1996. The Related Acts are often referred to as the Davis-Bacon and Related Acts of DBRA

b. The Contract Work Hours and Safety Standards Act (CWHSSA)

CWHSSA requires time and one-half pay for overtime (O/T) hours (over 40 in any workweek) worked on the covered project. The

CWHSSA applies to both direct Federal contracts and to indirect Federally-assisted contracts except where the assistance is solely in the nature of a loan guarantee or insurance. CWHSSA violations carry a liquidated damages penalty (\$10/day per violation). Intentional violations of CWHSSA standards can be considered for Federal criminal prosecution.





c. The Copeland Act (Anti-Kickback Act)

The Copeland Act makes it a Federal crime for anyone to require any laborer or mechanic (employed on a Federal or Federally-assisted project) to *kickback* (i.e., give up or pay back) any part of their wages. The Copeland Act requires every employer (contractors and subcontractors) to submit weekly certified payroll reports (CPRs) and regulates permissible payroll deductions.

d. The Fair Labor Standards Act (FLSA)

The FLSA contains Federal minimum wage rates, overtime (O/T), and child labor requirements. These requirements generally apply to any labor performed. The DOL has the authority to administer and enforce FLSA. HUD will refer to the DOL any possible FLSA violations that are found on HUD projects.

1-2 Davis-Bacon Regulations

The Department of Labor (DOL) has published rules and instructions concerning Davis-Bacon and other labor laws in the Code of Federal Regulations (CFR). These regulations can be found in *Title 29 CFR Parts 1, 3, 5, 6 and 7. Part 1* explains how the DOL establishes and publishes DBA wage determinations (aka wage decisions) and provides instructions on how to use the determinations. Part 3 describes Copeland Act requirements for payroll deductions and the submission of weekly certified payroll reports. Part 5 covers the labor standards provisions that are in your contract relating to Davis-Bacon Act wage rates and the responsibilities of contractors and contracting agencies to administer and enforce the provisions. Part 6 provides for administrative proceedings enforcing Federal labor standards on construction and service contracts. Last, Part 7 sets parameters for practice before the Administrative Review Board (formerly Wage Appeals Board). These regulations are used as the basis for administering and enforcing the laws.

1-3 Construction Contract Provisions

Each contract subject to Davis-Bacon labor standards requirements must contain labor standards clauses and a Davis-Bacon wage decision. These documents are normally bound into the contract specifications.

a. The Labor Standards Clauses

The labor standards clauses describe the responsibilities of the contractor concerning Davis-Bacon wages and obligate the contractor to comply with the labor requirements. The labor standards clauses also provide for remedies in the event of violations, including withholding from payments due to the contractor to ensure the payment of wages or liquidated damages which may be found due. These contract clauses enable the contract administrator to enforce the Federal labor standards applicable to the project. HUD has standard forms that contain contract clauses. For example, the HUD-2554, Supplementary Conditions to the Contract for Construction, which is issued primarily for FHA multifamily housing and other construction projects administered by HUD; the HUD-4010, Federal Labor Standards Provisions, which is used for CDBG and HOME projects, and the HUD-5370, General Conditions of the Contract for Construction - Public and Indian Housing Program.

www.hidelfps.org/subserfbar/ hamlfprasshim

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b. Davis-Bacon Wage Decisions

The Davis-Bacon wage decision (or wage determination) is a listing of various construction work classifications, such as Carpenter, Electrician, Plumber and Laborer, and the minimum wage rates (and fringe benefits, where prevailing) that people performing work in those classifications must be paid.

Davis-Bacon wage decisions are established by the DOL for various types of construction (e.g., residential, heavy, highway) and apply to specific geographic areas, usually a county or group of counties. Wage decisions are modified from time to time to keep them current. In most cases, when the contract is awarded or when construction begins, the wage decision is "locked-in" and no future modifications are applicable to the contract or project involved.

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

All current Davis-Bacon wage decisions can be accessed on-line at no cost at:

http://www.accessagpo.gov/ davisbacon

1-4 Responsibility of the Principal Contractor

The principal contractor (also referred to as the *prime* or *general contractor*) is responsible for the full compliance of all employers (the contractor, subcontractors and any lower-tier subcontractors) with the labor standards provisions applicable to the project. Because of the contractual relationship between a prime contractor and his/her subcontractors, subcontractors generally should communicate with the contract administrator only through the prime contractor. (See *Contract Administrator, below.*)

To make this Guide easier to understand, the term "prime contractor" will mean the pitine particle subcontractors and the term "employer" will mean all contractors and the term "employer" will mean all contractors as a group, including the prime contractor and any subcontractors and lowerable subcontractors.

1-5 Responsibility of the Contract Administrator

The *contract administrator* is responsible for the proper administration and enforcement of the Federal labor standards provisions on contracts covered by Davis-Bacon requirements. We use this term to represent the person (or persons) who will provide labor standards advice and support to you and other project principals (e.g., the owner, sponsor, architect), including providing the proper Davis-Bacon wage decision (see ¶2-1, *The Wage Decision*) and ensuring that the wage decision and contract clauses are incorporated into the contract for construction. The contract administrator also monitors labor standards compliance (see ¶2-6, *Compliance Reviews*) by conducting interviews with construction workers at the job site and reviewing payroll reports, and oversees any enforcement actions that may be required.

The contract administrator could be an employee or agent of HUD, or of a city or county or public housing agency. For HUD projects administered directly by HUD staff, usually FHA-insured multifamily projects, the contract administrator will be the HUD Labor Relations field staff. But many HUD-assisted projects are administered by local contracting agencies such as Public Housing Agencies (PHAs),



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b. Posting the Wage Decision

If you are the prime contractor, you will be responsible for posting a copy of the wage decision (or the Project Wage Rate Sheet) and a copy of a DOL poster called *Notice to Employees* (Form WH-1321) at the job site in a place that is easily accessible to all of the construction workers employed at the project and where the wage decision and poster won't be destroyed by wind or rain, etc. The *Notice to Employees* poster is available on-line at HUDClips (see address in the Appendix) and can also be obtained in Spanish text through the contract administrator.

2-2 Additional "Trade" Classifications and Wage Rates

What if the work classification you need isn't on the wage decision? If the work classification(s) that you need doesn't appear on the wage decision, you will need to request an additional classification and wage rate. This process is usually very simple and you'll want to start the request right away. Basically, you identify the classification you need and recommend a wage rate for DOL to approve for the project. There are a few rules about additional classifications; you'll find these rules in the DOL regulations, Part 5, and in the labor clauses in your contract. The rules are summarized for you here:

a. Additional Classification Rules

Additional classifications and wage rates can be approved if:

- The requested classification is used by construction contractors in the area of the project. (The area is usually defined as the county where the project is located).
- 2) The work that will be performed by the requested classification is not already performed by another classification that is already on the wage decision. (In other words, if there already is an Electrician classification and wage rate on the wage decision you can't request another Electrician classification and rate.)
- 3) The proposed wage rate for the requested classification "fits" with the other wage rates already on the wage decision. (For example, the wage rate proposed for a trade classification such as Electrician must be at least as much as the lowest wage rate for other trade classifications already contained in the wage decision.) And,
- 4) The workers that will be employed in the added classification (if it is known who the workers are/will be), or the workers' representatives, must agree with the proposed wage rate.

b. Making the Request

A request for additional classification and wage rate must be made in writing through the contract administrator. (If the contract administrator is a local agency, the agency will send the request to the HUD Labor Relations staff.) If you are a subcontractor, your request should also go through the prime contractor. All you need to do is identify the work classification that is missing and recommend a wage rate (usually the rate that employer is already paying to the employees performing the work) for that classification. You may also need to describe the work that the new classification will perform.

c. HUD Review

The HUD Labor Relations field staff will review the requested classification and wage rate to determine whether the request meets the DOL rules outlined in paragraph 2-2(a), above. If additional information or clarification is needed, the staff will contact the prime contractor (or contract administrator for local agency projects) for more information, etc. If the Labor Relations review finds that the request meets the rules, the staff will give preliminary approval on the request and refer it to the DOL for final approval. The staff will send to you a copy of the preliminary approval/referral letter to the DOL.

If the HUD Labor Relations staff doesn't think the request meets the rules and if agreement can't be reached on the proper classification or wage rate for the work described, the HUD Labor Relations staff will not approve the request. In this case, the staff will send your request to the DOL with an explanation why HUD believes that the request shouldn't be approved. The DOL still has final decision authority. You will receive a copy of the disapproval/referral letter to the DOL.

d. DOL Decision

The DOL will respond to HUD Labor Relations in writing about the additional classification and wage rate request. HUD Labor Relations will notify you of the DOL decision in writing. If the DOL approves the request, the prime contractor must post the approval notice on the job site with the wage decision.

If the DOL does not approve the request, you will be notified about what classification and wage rate should be used for the work in question. You will also receive instructions about how to ask for DOL reconsideration if you still want to try to get your recommendation approved.

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

It's always a good idea to talk to the contract administrator before administrator an additional elastic and the contract administrator can offer augustalous and always in advices the likelihood that DOL will approve your request beauty the contract administrator can give you an idea about what the DOL will traity dealer

2-3 Certified Payroll Reports

You'll need to submit a weekly certified payroll report (CPR) beginning with the first week that your company works on the project and for

every week afterward until your firm has completed its work. It's always a good idea to number the payroll reports beginning with #1 and to clearly mark your last payroll for the project "Final."

a. Payroll Formats

The easiest form to use is DOL's WH-347, *Payroll*. A sample copy of the WH-347 is included in the back of this Guide. Also, the contract administrator can provide a few copies of the WH-347 that you can reproduce.

You are not required to use favroll form Whi 3.57. You are walsome to use any other type of payroll, auch as comparented formula, as long as it committee all of the information that is required on the WEL 3.47.



MAKING DAVIS-BACON í you number your payrolli eports consecutively Our do nor need to submit ne work" payrolist

b. Payroll Certifications

The weekly payrolls are called *certified* because each payroll is signed and contains language certifying that the information is true and correct. The payroll *certification* language is on the reverse side of the WH-347. If you are using another type of payroll format you may attach the certification from the back of the WH-347, or you can use the WH-348, *Statement of Compliance* (same certification language as on WH-347), or any other format which contains the same certification language on the WH-347 (reverse) or WH-348. A copy of the WH-348 is included in the back of this Guide. Copies of the WH-348 are also available from the contract administrator.

DOEs website has Payroll Instructions, and Payroll Forms WH-347 and WH-348 in "fillable" PDF formats at this address www.dol.gov/dol/esa/public/forms/whd/Index.htm

c. "No Work" Payrolls

"No work" payrolls may be submitted whenever there is a temporary break in your work on the project, for example, if your firm is not needed on the project right now but you will be returning to the job in a couple of weeks. (See Tip Box, below, for "no work" payroll exemption!) However, if you know that your firm will not be working on the project for an extended period of time, you may wish to send a short note to the contract administrator to let them know about the break in work and to give an approximate date when your firm will return to the project. If you send a note, you do not need to send "no work" payrolls.

d. Payroll Review and Submission

The prime contractor should **review** each subcontractor's payroll reports for compliance **prior** to submitting the reports to the contract administrator. Remember, the prime contractor is responsible for the full compliance of all subcontractors on the contract and will be held accountable for any wage restitution that may be found due to any laborer or mechanic that is underpaid and for any liquidated damages that may be assessed for overtime violations. All of the payroll reports for any project must be submitted to the contract administrator through the prime contractor.

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e. Payroll Retention

Every contractor (including every subcontractor) must keep a complete set of their own payrolls and other basic records such as time cards, tax records, evidence of fringe benefit payments, for a

Davis-Bacon project for at least 3 years after the project is completed. The prime contractor must keep a complete set of all of the payrolls for every contractor (including subcontractors) for at least 3 years after completion of the project.

f. Payroll Inspection

In addition to submitting payrolls to the contract administrator, every contractor (including subcontractors) must make their own copy of the payrolls and other basic records available for review or copying to any authorized representative from HUD or from DOL.

2-4 Davis-Bacon Definitions

Before we discuss how to complete the weekly payroll forms, we need to review a couple of definitions. These definitions can help you understand what will be required of you:

a. Laborer or Mechanic

"Laborers" and "mechanics" mean anyone who is performing construction work on the project, including trade journeymen (carpenters, plumbers, sheet metal workers, etc.), apprentices, trainees and, for CWHSSA purposes, watchmen and guards. "Laborers" and "mechanics" are the two groups of workers that must be paid not less than Davis-Bacon wage rates.

- spend more than 20% of their time performing construction work and do not meet the exclusions in paragraph 2 below are covered "laborers" and "mechanics" for labor standards purposes for the time spent performing construction work.
- 2) Exclusions. People whose duties are primarily administrative, executive or clerical are not laborers or mechanics. Examples include superintendents, office staff, timekeepers, messengers, etc. (Contact the contract administrator if you have any questions about whether a particular employee is excluded.)

b. Employee

Every person who performs the work of a laborer or mechanic is

"employed" regardless of any contractual relationship which may be alleged to exist between a contractor or subcontractor and such person. This means that even if there is a contract between a contractor and a worker, the contractor must make sure that the worker is paid at least as much as the wage rate on the wage decision for the classification of work they perform. Note that there are no exceptions to the prevailing wage requirements for relatives or for self-employed laborers and mechanics.

c. Apprentices and Trainees

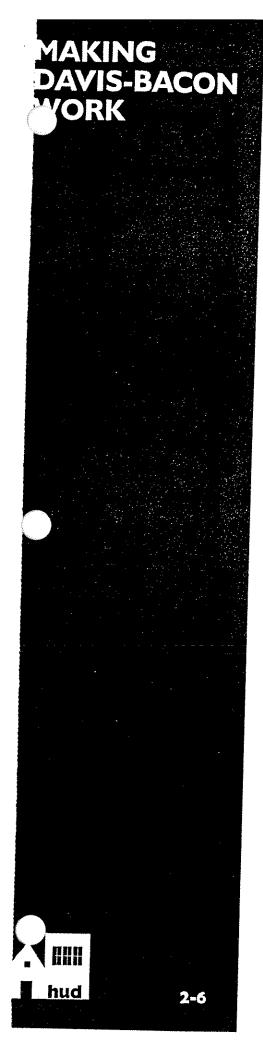
The only workers who can be paid less than the wage rate on the wage decision for their work classification are "apprentices" and "trainees" registered in approved apprenticeship or training programs, including *Step-Up* apprenticeship programs designed for Davis-Bacon construction work. Approved programs are those

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

For more information about working subscontinations, ask the contract administrator of your PICE Labor Relations Latter LR-95-01.

Labor standards compliance requirements for self-employed laborers and machiniss. Labor Relations Labor Relations between and other helpful Labor Relations publications are available at PILIC's Labor Relations with its age the list of web site addresses in the Apparatix.





which have been registered with the DOL or a DOL-recognized State Apprenticeship Agency (SAC). Apprentices and trainees are paid wage rates in accordance with the wage schedule in the approved program.

Most often, the apprentice/trainee wage rate is expressed as a series of percentages field to the amount of time-spent in the program. For example, 0-6 months 65% is months—I year 70% etc. The percentage is applied to the journeymans wage rate. On Davis Bacon projects, the percentage must be applied to the journeymans wage rate on the applicable wage decision for that craft.

- Probationary apprentice. A "probationary apprentice" can be paid as an apprentice (less than the rate on the wage decision) if the DOL or SAC has certified that the person is eligible for probationary employment as an apprentice.
- 2) Pre-apprentice. A "pre-apprentice", that is, someone who is not registered in a program and who hasn't been DOL- or SAC-certified for probationary apprenticeship is **not** considered to be an "apprentice" and must be paid the full journeyman's rate on the wage decision for the classification of work they perform.
- 3) Ratio of apprentices and trainees to journeymen. The maximum number of apprentices or trainees that you can use on the job site can not exceed the ratio of apprentices or trainees to journeymen allowed in the approved program.

d. Prevailing Wages or Wage Rates

Prevailing wage rates are the wage rates listed on the wage decision for the project. The wage decision will list a minimum basic hourly rate of pay for each work classification. Some wage decisions include fringe benefits which are usually listed as an hourly fringe rate. If the wage decision includes a fringe benefit rate for a classification, you will need to add the fringe benefit rate to the basic hourly rate unless you provide bona fide fringe benefits for your employees.

1) Piece-work. Some employees are hired on a piece-work basis, that is, the employee's earnings are determined by a factor of work produced. For example, a Drywall Hanger's earnings may be calculated based upon the square feet of sheetrock actually hung, a Painter's earnings may be based upon the number of units painted. Employers may calculate weekly earnings based upon piece rates provided the weekly earnings are sufficient to satisfy the wage rate requirement based upon actual hours, including any overtime, worked. Accurate time records must be maintained for ány piece-work employees. If the weekly piece rate earnings are not sufficient, the employer must recompute weekly earnings based upon the actual hours worked and the rate on the wage decision for the work classification(s) involved.

e. Fringe Benefits

Fringe benefits can include health insurance premiums, retirement contributions, life insurance, vacation and other paid leave as well as some contributions to training funds. Fringe benefits **do not** include employer payments or contributions required by other Federal, State or local laws, such as the employer's contribution to Social Security or some disability insurance payments.

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Note that the *total* hourly wage rate paid to any aborer or medianic basic vage or basic wage plus ringe benefits) may be no less than the total wage rate (basic vage or basic wage plus ringe benefits) on the wage decision for their draft. If the value of the fitnge benefit (s) you provide is less than the tringe benefit rate on the wage decision you will need to add the balance of the vage decision ringe benefit rate on the basic rate paid to the employee. For example, if the wage decision requires \$10/hour basic rate plus \$5/hour fringe benefits you must pay no less than that total (\$15/hours in the basic rate or basic rate plus whatever fringe benefit you may provide. You can meet this obligation in several ways you could pay the base wage and ringe benefits as select in the vage decision, or you could pay \$15 in base wage with no ringe benefits as select in the vage decision, or you could pay \$15 in base wage with no ringe benefits or you could pay \$12 basic plus \$3 iringe benefits, four can rise off set the amount of the base vage if you pay more in fringe benefits such as by paying or \$5 basic plus \$6 fringe benefits as ong as you mear the total amount. The amount of the base vage that you may off set with fringe benefits is limited by certain IRS and \$15.54 requirements.

Overtime

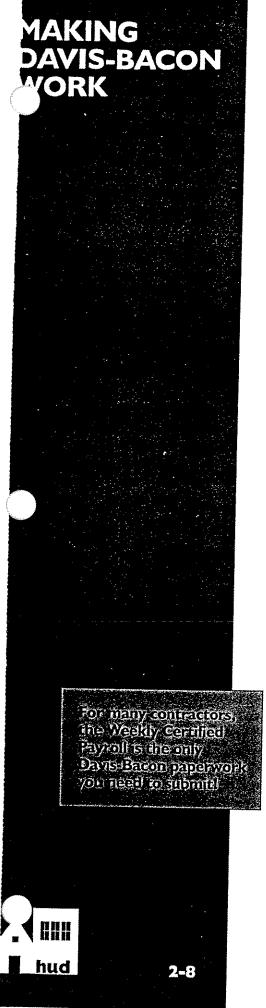
Overtime hours are defined as all hours worked on the contract in excess of 40 hours in any work week. Overtime hours must be paid at no less than one and one-half times the regular rate of basic pay plus the straight-time rate of any required fringe benefits.

Referring to our example above where the wage decision equiring a \$15 total wage obligation (\$10 basis wage plus 35 fringe behalfs) was mer by paying \$9 base wage plus 36 fringe behalfs. Note that executive rules must be based on one and one-half times the basis rule as attitud on the wage decision in the above example, the employer mass pay for exertine \$15/hr (\$9 basis at \$6 fringe) blus \$5 (and half of \$40 the wage decision basis rule) for a coal of \$20 par hour.

g. Deductions

You may make payroll deductions as permitted by DOL Regulations 29 CFR Part 3. These regulations prohibit the employer from requiring employees to "kick-back" (i.e., give up) any of their earnings. Allowable deductions which do not require prior DOL permission include employee obligations for income taxes, Social Security payments, insurance premiums, retirement, savings accounts, and any other legally-permissible deduction authorized by the employee. Deductions may also be made for payments on judgements and other financial obligations legally imposed against the employee.





h. Proper Designation of Trade

You must select a work classification on the wage decision for each worker based on the actual type of work he/she performed and you must pay each worker no less than the wage rate on the wage decision for that classification regardless of their level of skill. In other words, if someone is performing carpentry work on the project, they must be paid no less than the wage rate on the wage decision for Carpenters even if they aren't considered by you to be fully trained as a Carpenter. Remember, the only people who can be paid less than the rate for their craft are apprentices and trainees registered in approved programs.

I) Split-classification. If you have employees that perform work in more than one classification, you can pay the wage rates specified for each classification only if you maintain accurate time records showing the amount of time spent in each classification of work. If you do not maintain accurate time records, you must pay these employees the highest wage rate of all of the classifications of work performed.

i. Site of Work

The "site of work" is where the Davis-Bacon wage rates apply. Usually, this means the boundaries of the project. "Site of work" can also include other adjacent or virtually adjacent property used by a contractor or subcontractor in the construction of the project, like a fabrication site that is dedicated exclusively, or nearly so, to the project.

SECTION II REPORTING REQUIREMENTS

2-5 Completing a Payroll Report

What information has to be reported on the payroll form? The weekly payroll form doesn't ask for any information that you don't already need to keep for wage payment and tax purposes. For example, you need to know each employee's name, address and social security number; his or her work classification (who is working for you and what do they do?), the hours worked during the week, his or her rate of pay, the gross amount earned (how much did they earn?), the amounts of any deductions for taxes, etc., and the net amount paid (how much should the paycheck be made out for?). No more information than you need to know in order to manage your work crew and make certain they are paid properly. And, certainly, no more information than you need to keep for IRS, Social Security and other tax and employment purposes.

You are required to submit certified payrolls to illustrate and document that you have complied with the prevailing wage requirements. The purpose of the contract administrator's review of your payrolls is to verify your compliance. Clearer and complete payroll reports will permit the contract administrator to complete reviews of your payroll reports quickly.

a. Project and Contractor/Subcontractor Information

Each payroll must identify the contractor or subcontractor's name and address, the project name and number, and the week ending date. Indicate the week dates in the spaces provided. Numbering payrolls is optional but strongly recommended.

b. Employee Information

The first payroll on which each employee appears must contain the employee's name, address and Social Security Number. Afterward, the address and Social Security Number only need to be reported if there is a change in this information.

c. Work Classification

Each employee must be classified in accordance with the wage decision based on the type of work they actually perform.

- Apprentices or Trainees. The first payroll on which any apprentice or trainee appears must be accompanied by a copy of that apprentice's or trainee's registration in a registered or approved program. A copy of the portions of the registered or approved program pertaining to the wage rates and ratios shall also accompany the first payroll on which the first apprentice or trainee appears.
- 2) Split classifications. For employees in split classifications, list the employees once for each classification, distributing the hours of work accordingly, and reflecting the rate of pay and gross earnings for each classification. Deductions and net pay may be based upon the total gross amount earned for all classifications.

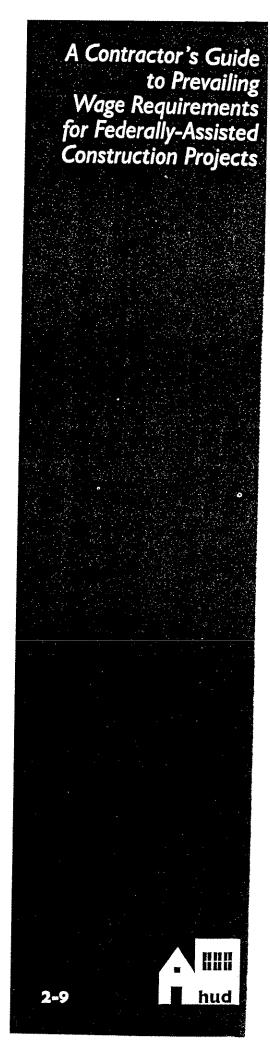
d. Hours Worked

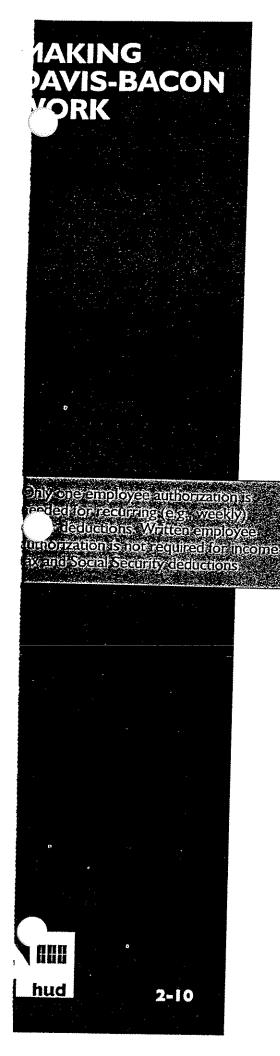
The payroll should show ONLY the regular and overtime hours worked on this project. Show both the daily and total weekly hours for each employee. If an employee performs work at job sites other than the project for which the payroll is prepared, those "other job" hours should not be reported on the payroll. In these cases, you should list the employee's name, classification, hours for this project only, the rate of pay and gross earnings for this project, and the gross earned for all projects. Deductions and net pay may be based upon the employee's total earnings (for all projects) for the week.

e. Rate of Pay

Show the basic hourly rate of pay for each employee for this project. If the wage decision includes a fringe benefit and you **do not** participate in approved fringe benefit programs, **add** the fringe benefit rate to the basic hourly rate of pay. Also list the overtime rate if overtime hours were worked.

Piece-work. For any piece-work employees, the employer must compute an effective hourly rate for each employee each week based upon the employee's piece-work earnings for that week. To compute the effective hourly rate, divide the piecework earnings by the total number of hours worked, including consideration for any overtime hours.





The effective hourly rate must be reflected on the certified payroll and the hourly rate may be no less than the wage rate (including fringe benefits, if any) on the wage decision for the classification of work performed. It does not matter that the effective hourly rate changes from week-to-week, only that the rate is no less than the rate on the wage decision for the classification of work performed.

Remember the overtime rate is computed at one and one-half-times the basic rate of pay plus any fringe benefits. For example, if the wage decision requires \$10/hour basic plus \$5/hour fringe benefits, the overtime rate would be $($10\times1^{17})+$5\equiv$20/hour$

f. Gross Wages Earned

Show the gross amount of wages earned for work performed on this project. *Note:* For employees with work hours and earnings on other projects, you may show gross wages for this project over gross earnings all projects (for example, \$425.40/\$764.85) and base deductions and net pay on the "all projects" earnings.

g. Deductions

Show the amounts of any deductions from the gross earnings. "Other" deductions should be identified (for example, Savings Account or Loan Repayment). Any voluntary deduction (that is, not required by law or by an order of a proper authority) must be authorized in writing by the employee or provided for in a collective bargaining (union) agreement. A short note signed by the employee is all that is needed and should accompany the first payroll on which the other deduction appears.

h. Net Pay

Show the net amount of wages paid.

i. Statement of Compliance

The Statement of Compliance is the certification. It is located on the reverse side of a standard payroll form (WH-347) or on form WH-348. Be sure to complete the identifying information at the top, particularly if you are attaching the Statement of Compliance to an alternate payroll form such as a computer payroll. Also, you must check either 4(a) or 4(b) if the wage decision contains a fringe benefit. Checking 4(a) indicates that you are paying required fringe benefits to approved plans or programs; and 4(b) indicates that you are paying any required fringe benefit amounts directly to the employee by adding the fringe benefit rate to the basic hourly rate of pay. If you are paying a portion of the required fringe benefit to programs and the balance directly to the employee, explain those differences in box 4(c).

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j. Signature

Make sure the payroll is **signed** with an original signature. The payroll must be signed by a principal of the firm (owner or officer such as the president, Treasurer or Payroll Administrator) or by an authorized agent (a person authorized by a principal in writing to sign the payroll reports). Signature authorization (for persons other than a principal) should be submitted with the first payroll signed by such an agent.

SECTION III PAYROLL REVIEWS AND CORRECTIONS

2-6 Compliance Reviews

The contract administrator or other inspector may visit the project site and interview some of the workers concerning their employment on the project. The DOL may also independently conduct its own reviews (see ¶1-5). In addition, the contract administrator will periodically review payrolls and related submissions, comparing the interview information to the payrolls, to ensure that the labor standards requirements have been met. You will be notified by the contract administrator if these reviews find any discrepancies or errors. You will be given instructions about what steps must be taken to correct any problems.

a. On-Site Interviews

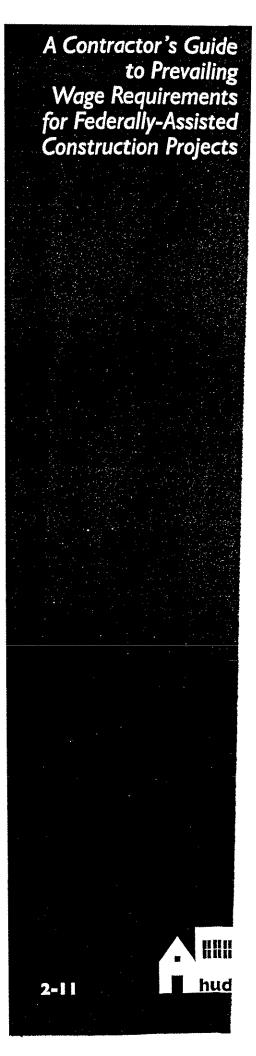
Every employer (contractor, subcontractor, etc.) must make their employees available for interview at the job site with the contract administrator or other agency representative, or HUD or DOL representative. The interviews are confidential and the employee will be asked about the kind of work they perform and their rate of pay. Every effort will be made to ensure that these interviews cause as little disruption as possible to the on-going work. The interviewer will record the interview information, usually on a form HUD-11, Record of Employee Interview, and forward the interviews to the contract administrator.

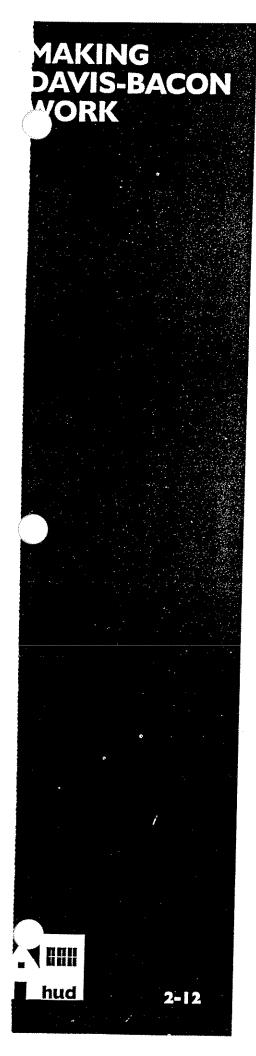
b. Project Payroll Reviews

The contract administrator will compare the information on the interview forms to the corresponding payrolls to ensure that the workers are properly listed on the payrolls for the days, work classification and rate of pay. The contract administrator will also review the payroll submissions to make certain that the payrolls are complete and signed; that employees are paid no less than the wage rate for the work classification shown; apprentice and trainee certifications are submitted (where needed); employee or other authorizations for other deductions are submitted (where needed); etc.

2-7 Typical Payroll Errors and Required Corrections

The following paragraphs describe common payroll errors and the corrective steps you must take.





a. Inadequate Payroll Information

If an alternate payroll format used by an employer (such as some computer payrolls) is inadequate, e.g., does not contain all of the necessary information that would be on the optional form WH-347, the employer will be asked to resubmit the payrolls on an acceptable form.

b. Missing Addresses and Social Security Numbers

If the first payroll on which an employee appears does not contain the employee's address and Social Security Number, the employer will be asked to supply the missing information. A short note providing the information is all that is needed.

c. Incomplete Payrolls

If the information on the payroll is not complete, for example, if work classifications or rates of pay are missing, the employer will be asked to send a corrected payroll.

d. Classifications

If the payrolls show work classifications that do not appear on the wage decision, the employer will be asked to reclassify the employees in accordance with the wage decision or the employer may request an additional classification and wage rate (See ¶2-2). If reclassification results in underpayment (i.e., the wage rate paid on the payroll is less than the rate required for the new classification), the employer will be asked to pay wage restitution to all effected reclassified employees. (See ¶2-8 for instructions about wage restitution.)

e. Wage Rates

If the wage rates on the payroll are less than the wage rates on the wage decision for the work classifications reported, the employer will be asked to pay wage restitution to all effected employees.

f. Apprentices and Trainees

If a copy of the employee(s) registration or the approved program ratio and wage schedule are not submitted with the first payroll on which an apprentice or trainee appears, the employer will be asked to submit a copy of each apprentice's or trainee's registration and/or the approved program ratio and wage schedule. If the ratio of apprentices or trainees to journeymen on the payroll is greater than the ratio in the approved program, the employer will be asked to pay wage restitution to any excess apprentices or trainees. Also, any apprentice or trainee that is not registered in an approved program must receive the journeyman's wage rate for the classification of work they performed.

g. Overtime

If the employees did not receive at least time and one-half for any overtime hours worked on the project, the following will occur:

 If the project is subject to CWHSSA overtime requirements, the employer will be asked to pay wage restitution for all overtime hours worked on the project (overtime hours worked at other projects are not subject to CWHSSA). The employer may also be liable to the United States for liquidated damages computed at \$10 per day per violation. Or, 2) If the project is **not** subject to CWHSSA, the employer will be notified of the possible FLSA overtime violations. Also, the Labor Relations staff may refer the violations to the DOL for further review.

h. Computations

If the payroll computations (hours worked times rate of pay) or extensions (deductions, net pay) show frequent errors, the employer will be asked to take greater care. Wage restitution may be required if underpayments resulted from the errors.

i. Deductions

If there are any "Other" deductions that are not identified, or if employee authorization isn't provided, or if there is any unusual (very high, or large number) deduction activity, the employer will be asked to identify the deductions, provide employee authorization or explain unusual deductions, as necessary.

HUD does not enforce or attempt to provide advice on employer obligations to make deductions from employee earnings for taxes or Social Security. However, HUD may refer to the IRS or other responsible agency copies of certified payroll reports that show wages paid in gross amounts (i.e., without tax deduction) for its review and appropriate action.

j. Fringe Benefits

If the wage decision contains fringe benefits but the payroll does not indicate how fringe benefits were paid [neither 4(a) nor 4(b) is marked on the payroll form], the employer may be asked to submit corrected payrolls **and** will be required to pay wage restitution if underpayments occurred. However, if the basic hourly rates for the employees are at least as much as the total wage rate on the wage decision (basic hourly rate plus the fringe benefit rate), no correction is necessary.

k. Signature

If the payroll Statement of Compliance is not signed or is missing, the employer will be asked to submit a signed Statement of Compliance for each payroll effected.

i. On-Site Interview Comparisons

If the comparison of on-site interviews to the payrolls indicates any discrepancies (for example, the employee does not appear on the payroll for the date of the interview), the employer will be asked to submit a corrected payroll report.

2-8 Restitution for Underpayment of Wages

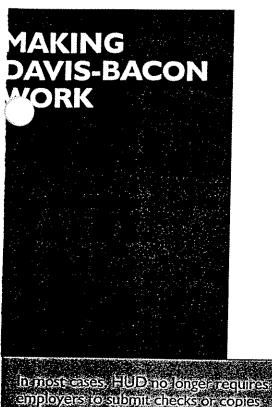
Where underpayments of wages have occurred, the employer will be required to pay wage restitution to the effected employees. Wage restitution must be paid promptly in the full amounts due, less permissible and authorized deductions.

a. Notification to the Prime Contractor

The contract administrator will notify the prime contractor in writing of any underpayments that are found during payroll or other reviews. The notice will describe the underpayments and

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provide instructions for computing and documenting the restitution to be paid. The prime contractor is allowed 30 days to correct the underpayments. Note that the prime contractor is responsible to the contract administrator for ensuring that restitution is paid. If the employer is a subcontractor, the subcontractor will usually make the computations and restitution payments and furnish the required documentation through the prime contractor.

b. Computing Wage Restitution

Wage restitution is simply the difference between the wage rate paid to each effected employee and the wage rate required on the wage decision for all hours worked where underpayments occurred. The difference in the wage rates is called the *adjustment rate*. The adjustment rate times the number of hours involved equals the gross amount of restitution due.

c. Correction Payrolls

The employer will be required to report the restitution paid on a correction certified payroll. The correction payroll will reflect the period of time for which restitution is due (for example, Payrolls #1 through #6; or a beginning date and ending date). The correction payroll will list each employee to whom restitution is due and their work classification; the total number of work hours involved (daily hours are usually not applicable for restitution); the adjustment wage rate (the difference between the required wage rate and the wage rate paid); the gross amount of restitution due; deductions and the net amount to be paid. A signed Statement of Compliance must be attached to the correction payroll.

d. Employee Signature

Each employee who has received restitution signs the correction payroll or other form of receipt as evidence that they have received the additional payment.

e. Review of Correction CPR

The contract administrator will review the correction certified payroll to ensure that full restitution was paid. The prime contractor shall be notified in writing of any discrepancies and will be required to make additional payments, if needed, documented on a supplemental correction payroll within 30 days.

f. Unfound Workers

Sometimes, wage restitution cannot be paid to an affected employee because, for example, the employee has moved and can't be located. In these cases, at the end of the project the prime contractor will be required to place in a deposit or escrow account an amount equal to the total amount of restitution that could not be paid because the employee(s) could not be located. The contract administrator will continue attempts to locate the unfound workers for 3 years after the completion of the project. After 3 years, any amount remaining in the account for unfound workers will be credited and/or forwarded by the contract administrator to HUD.

CHAPTER 3. Labor Standards Disputes, Administrative Reviews, Withholding, Deposits and Escrow Accounts, and Sanctions

What happens when things go wrong?

3-1 Introduction

Even in the best of circumstances, things can go wrong. In a Davis-Bacon context, "things going wrong" usually means there's a difference of opinion or a dispute about whether and to what extent underpayments have occurred. These disputes are usually between the contract administrator and one or more employers (the prime contractor and/or a subcontractor). The dispute may involve something simple such as an additional classification request that is pending before the DOL; or something as significant as investigative findings following a complaint of underpayment. This chapter discusses some of what you may expect and what you can do to make your views known and to lessen any delays in resolving the problem or issue.

3-2 Administrative Review on Labor Standards Disputes

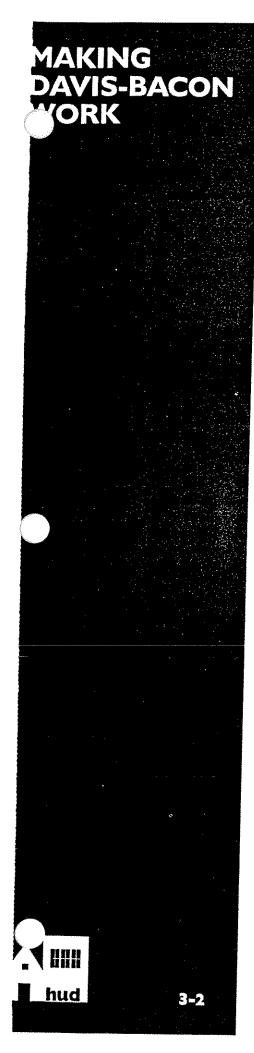
As mentioned in the Introduction above, a dispute about labor standards and compliance can arise for a number of reasons. The labor standards clauses in your contract and DOL regulations provide for administrative review of issues where there is a difference of views between the contract administrator and any employer. The most common circumstances include:

a. Additional Classifications and Wage Rates

Additional classification and wage rate requests are sometimes denied by the DOL. An employer that is dissatisfied with the denial can request reconsideration by the DOL Wage and Hour Administrator. The employer may continue to pay the wage rate, as requested, until a final decision is rendered on the matter. When the final decision is known, the employer will be required to pay any additional wages that may be necessary to satisfy the wage rate that is established.

Reconsideration. The DOL normally identifies the reasons for denial in its response to the request. Any interested person (for example, the contract administrator, employer, representatives of the employees) may request reconsideration of the decision on the additional classification request. The request for reconsideration must be made in writing and must thoroughly

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address the denial reasons identified by the DOL. Employer requests for reconsideration should be made through the contract administrator but may be made directly to the DOL. (See ¶2-2(d), and also DOL Regulations 29 CFR 1.8.) All requests initiated by or made through the contract administrator or HUD must be submitted through the HUD Headquarters Office of Labor Relations.

2) Administrative Review Board. Any interested party may request a review of the Administrator's decision on reconsideration by the Administrative Review Board (formerly, Wage Appeals Board). DOL regulations 29 CFR Part 7 explain the procedures for such reviews. (See also 29 CFR 1.9.)

b. Findings of Underpayment

Compliance reviews and other investigations may result in findings of underpayment. The primary goal in every case and at every step in this process is to reach agreements about who may have been underpaid and how much wage restitution may be due and, of course, to promptly deliver restitution to any underpaid workers. The contract administrator will usually work informally with you to reach such agreements. You will have an opportunity to provide additional information to the contract administrator that may explain apparent inconsistencies and/or resolve the discrepancies.

If informal exchanges do not result in agreement, the final determination and schedule of wages due will be presented to you in writing and you will be permitted 30 days in which to correct the underpayment(s) or to request a hearing on the matter before the DOL. The request for hearing must be made in writing through the contract administrator and must explain what findings are in dispute and the reasons. In such cases, HUD is required to submit a report to DOL for review and further consideration. All requests for DOL hearing must be submitted through the HUD Headquarters Office of Labor Relations.

- I) DOL review. The DOL will review the contract administrator's report and the arguments against the findings presented in the hearing request. The DOL may affirm or modify the findings based upon the materials presented. You will be notified in writing by the DOL of the results of its review; you will be given an opportunity to correct any underpayments or to request a hearing before a DOL Administrative Law Judge (ALJ). (See DOL Regulations 29 CFR 5.11 (b) and 29 CFR Part 6, Rules of Practice for Administrative Proceedings.)
- 2) Administrative Review Board. Contractors and/or subcontractors may request a review by the Administrative Review Board of the decision(s) rendered by the DOL ALJ in the administrative hearing process. See DOL regulations 29 CFR Part 7 for more information about this proceeding.

3-3 Withholding

The contract administrator shall cause withholding from payments due to the prime contractor to ensure the payment of wages which are believed to be due and unpaid, for example, if wage underpayments or

other violations are not corrected within 30 days after notification to the prime contractor. DOL may also direct the withholding of contract payments for alleged wage underpayments. Withholding is considered to be serious and is not taken unless warranted. If withholding is deemed necessary, you will be notified in writing. Only the amounts needed to meet the contractor's (and/or subcontractors') liability shall be withheld.

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Remember, the prime contractor is responsible and will be held liable for any wage restitution that is due to any worker employed in the construction of the project, including workers employed by subcontractors and any lower-tier subcontractors. See \$1.44 Responsibility of the Principal Contractor and \$12.8 Restitution for underpayment of wages.

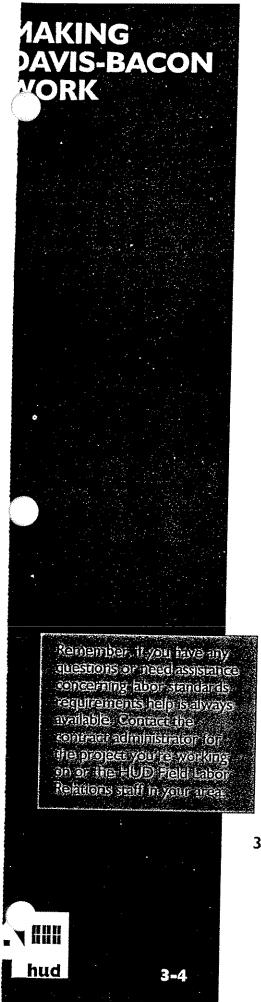
3-4 Deposits and Escrows

In every case, we attempt to complete compliance actions and resolve any disputes before the project is completed and final payments are made. Sometimes, corrective actions or disputes continue after completion and provisions must be made to ensure that funds are available to pay any wage restitution that is ultimately found due. In these cases, we allow projects to proceed to final closing and payments provided the prime contractor deposits an amount equal to the potential liability for wage restitution and liquidated damages, if necessary, in a special account. The deposit or escrow account is controlled by the contract administrator. When a final decision in rendered, the contract administrator makes disbursements from the account in accordance with the decision. Deposit/escrow accounts are established for one or more of the following reasons:

- a. Where the parties have agreed to amounts of wage restitution that are due but the employer hasn't furnished evidence yet that all of the underpaid workers have received their back wages, e.g., some of the workers have moved and could not be located. The amount of the deposit is equal to the total amount of restitution due to workers lacking payment evidence. As these workers are paid and proper documentation is provided to the contract administrator, amounts corresponding to the documented payments are returned to the depositor. Amounts for any workers who can not be located are held in the deposit/escrow account for three years and disbursed as described in ¶2-8(f) of this Guide.
- b. Where underpayments are suspected or alleged and an investigation has not yet been completed. The deposit is equal to the amount of wage restitution and any liquidated damages, if applicable, that are estimated to be due. If the final determination of wages due is less than the amount estimated and placed in the escrow account, the escrow will be reduced to the final amount and the difference will be returned to the depositor. If the parties agree to the investigative findings, the amounts due to the workers will be disbursed from the escrow account in accordance with the schedule of wages due. Amounts for unfound workers will be retained as described above (See ¶2-8(f) and 3-4(a)).

If the parties do not agree and an administrative hearing is requested, the escrow will be maintained as explained in ¶3-4(c), below.





c. Where the parties are waiting for the outcome of an administrative hearing that has been or will be requested contesting a final determination of wages due. The deposit shall be equal to the amount of wage restitution and liquidated damages, if applicable, that have been determined due. Once a final decision is rendered, disbursements from the escrow account are made in accordance with the decision.

3-5 Administrative Sanctions

Contractors and/or subcontractors that violate the labor standards provisions may face administrative sanctions imposed by HUD and/or DOL.

a. DOL Debarment

Contractors and/or subcontractors that are found by the Secretary of Labor to be in aggravated or willful violation of the labor standards provisions of the Davis-Bacon and Related Acts (DBRA) will be ineligible (debarred) to participate in any DBRA or Davis-Bacon Act contracts for up to 3 years. Debarment includes the contractor or subcontractor and any firm, corporation, partnership or association in which the contractor or subcontractor has a substantial interest. Debarment proceedings can be recommended by the contract administrator or can be initiated by the DOL. Debarment proceedings are described in DOL regulations 29 CFR 5.12.

b. HUD Sanctions

HUD sanctions may include Limited Denials of Participation (LDPs), debarments and suspensions.

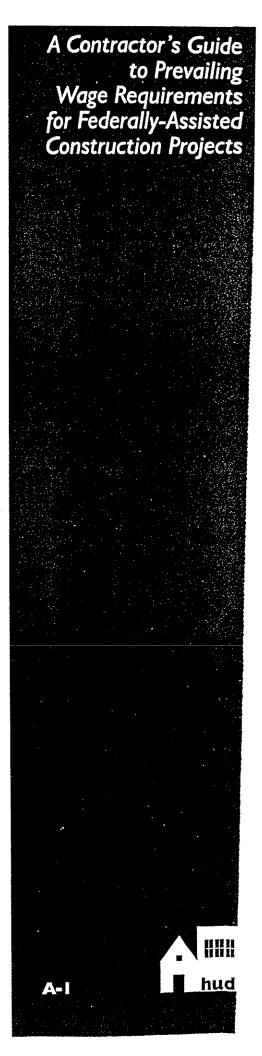
- I) LDPs. HUD may issue to the employer a limited denial of participation (LDP) which prohibits the employer from further participation in HUD programs for a period up to one year. The LDP is usually effective for the HUD program in which the violation occurred and for the geographic jurisdiction of the issuing HUD Office. HUD regulations concerning LDP's are found at 24 CFR 24.700-24.714.
- 2) Debarment and suspensions. In certain circumstances, HUD may initiate its own debarment or suspension proceedings against a contractor and/or subcontractor in connection with improper actions regarding Davis-Bacon obligations. For example, HUD may initiate debarment where a contractor has been convicted for making false statements (such as false statements on certified payrolls or other prevailing wage certifications) or may initiate suspension where a contractor has been indicted for making false statements. HUD regulations concerning debarment and suspension are found at 24 CFR Part 24.

3-6 Falsification of Certified Payroll Reports

Contractors and/or subcontractors that are found to have willfully falsified payroll reports (Statements of Compliance) may be subject to civil or criminal prosecution. Penalties may be imposed of \$1,000 and/or one year in prison for each false statement (see Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code).

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Acronyms and Symbols

CDBG - Community Development Block Grant

CFR - Code of Federal Regulations

CPR - Certified Payroll Report

CWHSSA - Contract Work Hours and Safety Standards Act

DBA - Davis-Bacon Act

DBRA - Davis-Bacon and Related Acts

DOL - Department of Labor

FHA - Federal Housing Administration

FLSA - Fair Labor Standards Act

HUD - Housing and Urban Development (Department of)

IHA – Indian Housing AuthorityLCA – Local Contracting Agency

LDP - Limited Denial of Participation

O/T – Overtime

PHA – Public Housing Agency

S/T – Straight-time

SAC - State Apprenticeship Council/Agency
TDHE - Tribally-Designated Housing Entity

\$ - Section

S – SectionParagraph

Davis-Bacon – Related Web Sites

HUD Office of Labor Relations: www.hud.gov/offices/olr

HUD Regulations:

www.access.gpo.gov/nara/cfr/cfr-table-search.html

HUDClips (Forms):

www.hudclips.org/subscriber/html/forms.htm

DOL Davis-Bacon and Related Acts Homepage: www.dol.gov/dol/esa/public/programs/dbra/index.html

DOL Regulations:

www.dol.gov/dol/esa/public/regs/cfr/whdcfr.htm

Davis-Bacon Wage Decisions:

www.access.gpo.gov/davisbacon

DOL Forms:

www.dol.gov/dol/esa/public/forms/whd/index.htm

A Contractor's Guide to Prevailing Wage Requirements for Federally-Assisted Construction Projects

PROJECT WAGE RATE SHEET

Project Name:			#	Wage De	ecision:		
roject Number:				County:	**************************************		
CLASSIFICATION	BHR	FB	Total		<u>Laborers</u> -	– FB:	
Bricklayers		•			Group	BHR	
Carpenters		The State of		- Andrew State Control of the Contro			
Cement Masons							
Drywall Hangers							
Electricians							The second secon
Iron Workers							
Painters _					Truck Drive	ave ER.	***************************************
Plumbers					Group	BHR	_ Total
Roofers						- Dilk	<u> 10tai</u>
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OTHERS				Annual Communication of the Co	Group	BHR	
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Form Approved Budget Bureau No. 44-R1093

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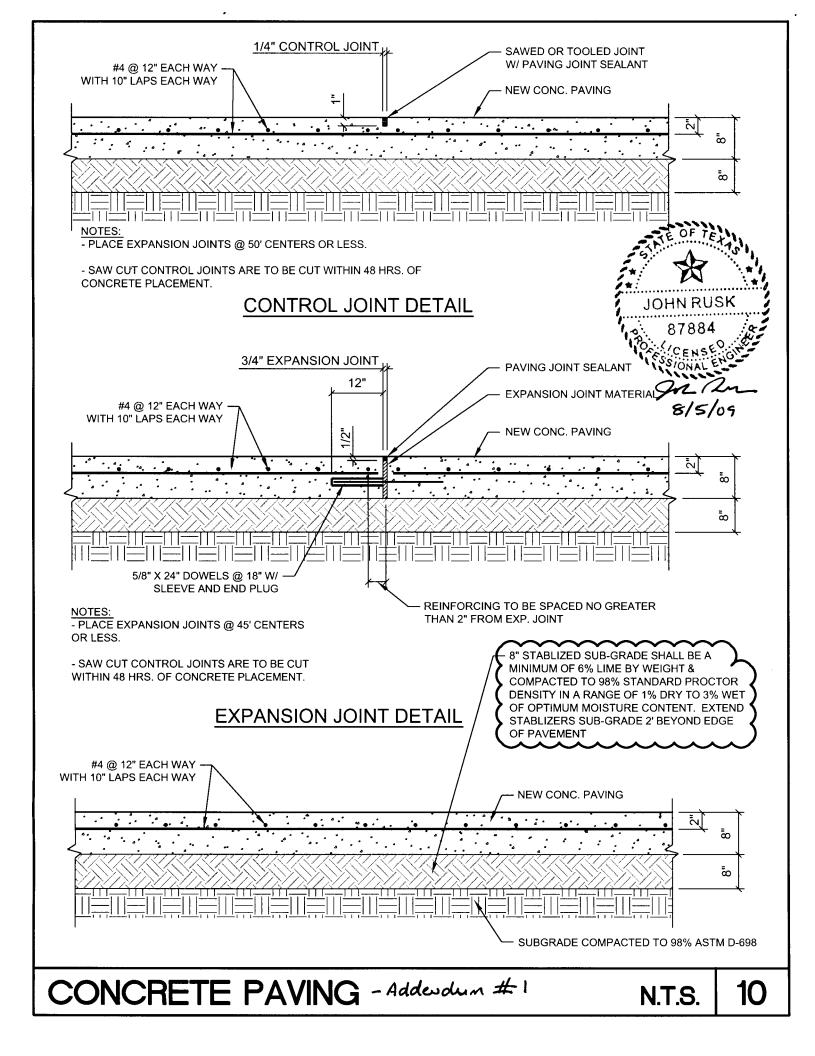
PAYROLL (For Contractor's Optional Use: See Instruction, Form WH-347 Inst.)

NAME OF CONTRACTOR OR SUBCOR	OR SUBCONTRACTOR	·		ADDRESS							
PAYROLL NO.		FOR WEEK ENDING		PROJECT AND LOCATION	OCATION			PROJECT OR CONTRACT NO.	NTRACTA	VO.	
	(3)		(4) DAY AND DATE	(5)		(1)	alvoite/JBUBUS				
NAME, ADDRESS AND SOCIAL EXEMP		WORK	L	TOTAL	2 Z E	GROSS	(8) DEDUCTIONS				(6)
				HOURS		EARNED	FICA HOLDING	270	OTHER	TOTAL	WAGES
			HOURS WORKED FACH DAY			***************************************				DEDUCTIONS	FOR
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STATEMENT OF COMPLIANCE

(Name of signatory party)		do hereby state:
	(Title)	· ·
(1) That I pay or supervise the payment of the persons employed t	(Contractor or Subcontract	ontl
that during the payroll period commencing on the day of, project have been paid the full weekly wages earned that no rebates h	19and ending theday o	f19all persons employed on sa
from the full we	ekly wages earned by any person	and that no deductions have been made eith
(Contractor or Subcontractor)		
directly or indirectly from the full wages earned by any person, other the issued by the Secretary of Labor under the Copeland Act, as Amended described below:	in permissible deductions as defin d (48 Stat. 948, 63 Stat. 108, 72	ned in Regulations, Part 3 (29 CFR Subtitle A Stat. 967; 76 Stat. 357; 40 U.S.C. 276c), ar
(2) That any payrolls otherwise under this contract required to be saborers or mechanics contained therein are not less than the applicable what the classifications set forth therin for each laborer or mechanic contains	vage rates contained in any wage	det5ermination incorporated into the contract
(3) That any apprentices employed in the above period are duly reg ship agency recognized by the Bureau of Apprenticeship and Training, Ustate, are registered with the Bureau of Apprenticeship and Training, Us	United States Department of Labo	nip program registered with a State apprentice or, or if no such recognized agency exists in
(4) That:		
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVE In addition to the basic hourly wage rates paid to each benefits as listed in the contract have been or will be noted in Section 4(c) below.	laborer or mechanic listed in the	above referenced payroll payments of fring
(b) WHERE FRINGE BENEFITS ARE PAID IN CASH Each Laborer or mechanic listed in the above reference sum of the applicable basic hourly wage rate plus the	ed payroll has been paid as indicat	ted on the payroll, an amount not less than the
in section 4(c) below. (c) EXCEPTIONS	amount of the required fringe ben	etits as listed in the contract, except as noted
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in section 4(c) below. (c) EXCEPTIONS EXCEPTIONS (CRAFT)	Signature	etits as listed in the contract, except as noted



SECTION 07190

WATERPROOFING

PART 1 - GENERAL

1.1 DESCRIPTION

This section governs for furnishing all labor and materials concerning moisture protection. Refer to the drawings for applicable system and location.

1.2 SUBMITTALS

Provide manufacturers product data for each applicable waterproofing system listed below. Provide samples upon request.

PART 2 - PRODUCTS

2.1 SLAB ON GRADE WATERPROOFING

- A. Provide vapor barrier under all building slabs over smooth rolled subgrade. All joints shall be lapped under grade beams, as indicated on the drawings and as recommended by manufacturer. All joints shall have 6" minimum lap. Joints and penetrations shall be sealed with manufacturer recommended mastic. Corner of intersecting gradebeams shall be neatly placed. Wadding of material at intersections is not acceptable. Rips or tears shall be repaired per manufacturers instructions.
- B. Approved product/manufacturers:
 - 1. ARufco Super Sampson 400SSB@by Raven Industries with 4" clear tape at joints. www.ravenind.com
 - 2. AMoistop@by Fortifiber with Johns Mansville ABestile@mastic at joints www.fortifiber.com
 - 3. AStego Wrap 10" mil per Stego Industries with 4" tape joints www.stegoindustries.com
 - 4. approved equal
- C. Submit sample of material including joint sealant for approval.

2.2 CAVITY THRU-WALL FLASHING

Provide 24" wide flashing per Nervastral No. HD (.020") at base of all exterior cavity walls. Prepare and prime substrate per approved manufacturer=s methods. Apply Bitu-men to verticle primed surfaces as recommended by the manufacturer. Apply Nervaplast at all seams 12" min.

2.3 EXTERIOR RETAINING WALL WATERPROOFING

A. At exterior masonry retaining walls and concrete retaining walls, provide liquid cold-applied elastomeric waterproofing membrane system per ASonneborn, Sonoshield Waterproofing Systems@, HLM 5000 for AHigh Build@system, or approved equal. Extend waterproofing membrane a minimum of 6" onto adjoining surfaces to prevent moisture penetration of joints and walls. Apply and protect membrane in strict accordance with manufacturers instructions and recommendations. Do not backfill until waterproofing has been properly cured.

- Notify architect prior to backfilling. Install drainage systems behind walls as shown on drawings.
- B. Where drain board is indicated on the drawings provide ASonneborn Sonoshield DBS 6200 Drain Board,@or approved equal. Apply and protect drain board in strict accordance with manufacturers instructions and recommendations. Do not backfill until waterproofing has been properly cured. Notify architect prior to backfilling.

2.4 EXTERIOR MASONRY WALL WATERPROOFING

On interior face of exterior masonry walls above grade, provide cold-applied emulsified asphalt damproofing per ASonneborn, Sonoshield Waterproofing System@, Hydrocide 700, or 700B or approved equal. Extend waterproofing membrane to adjoining surfaces to prevent moisture penetration of walls. Apply and protect membrane in strict accordance with manufacturers instruction and recommendations.

2.5 BASEMENT AND FOUNDATION WALL WATERPROOFING

At basement walls or foundation finished floor elevation drops over 24" (inches), provide ABituthene Liquid Membrane@ and APreprufe Membrane Sheet System@as manufactured by Grace Construction Products. Apply and protect membrane in strict accordance with manufacturers instructions and recommendations. Do not backfill until waterproofing has been properly cured. Notify Architect prior to backfilling.

PART 3 - EXECUTION

3.1 WORKMANSHIP

Run continuous as much as possible. Workman shall avoid walking on film. Seal all joints. Seal all edges and seams per manufacturer's recommendations; seal all plumbing through slab; seal or plug all open plumbing to protect against foreign matter entering lines during construction. Apply and protect membrane in strict accordance with manufacturers instruction and recommendations. Do not install excessive amounts of materials that cannot be completed or protected.

END OF SECTION 07190 WATERPROOFING